

ORIGINAL**NORTHROP GRUMMAN**Northrop Grumman Corporation
Mission SystemsRemotec
353 JD Yarnell Parkway
Clinton, TN 37716

April 05, 2018

San Joaquin County – Purchasing and Support Services
Attention: Purchasing Agent – Bid No. 8062
44 N. San Joaquin Street, Suite 540
Stockton CA 95202

Subject: IFB# 8062

Enclosures:

- 1) Addendum #1 to Bid# 8062-Bomb Robot
- 2) Bid #8062
- 3) Attachment A-Warranty
- 4) Quote 7333

Remotec, Inc is pleased to provide this proposal in response to San Joaquin IFB# 8062-Bomb Robot.

Our bid package includes a signed Addendum #1, Bid #8062, Attachment A-Warranty, Quote 7333 with Remotec's standard terms and conditions. Our bid is subject to the standard terms and conditions of Remotec, Inc.

The proposed pricing is valid for 90 days. Our standard delivery time is 180 calendar days ARO of required radio frequency set. Remotec, Inc. prefers multi-line purchase orders.

For any robot specification questions, please contact Brad Callahan at (865) 269-1165 or by email at bradley.callahan@ngc.com. For contractual matters, please contact Cindy Williams at (865) 269-1134 or by email at cynthia.williams@ngc.com.

Respectfully submitted,


Cynthia Williams
Contract Administrator

QUESTIONNAIRE**WARRANTY & SERVICE LOCATION:
(BIDDER TO COMPLETE):**

(Failure to furnish this information will be cause for rejection of bid.) State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

See Attachment A for Remotec's Standard Terms and Conditions

State specific location where service and/or maintenance can be obtained.

REMOTEC, INC

353 JD YARNELL INDUSTRIAL PARKWAY

CLINTON, TN 37716

WARRANTY: See Section 14.0 of the General Requirements section of this IFB

COOPERATIVE / PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this Invitation for Bid, **at the option of the vendor**, other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause will not affect the outcome of the bid/proposal.

Piggyback option granted _____

Piggyback option not granted _____

CW

(Vendor please initial)

EXHIBIT Z – ADDITIONAL FEDERAL GRANT CLAUSES**APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



By checking the box, you have read the clauses and your agency complies.

Matthew Williams

(Authorized Signature)

CONTRACT ADMINISTRATOR

(Title)

REMOTEC, INC

(Company Name)

Bomb Robot
2:00 PM PDT, Friday, April 6, 2018

Bid# 8062
Page 12 of 17

APPENDIX A - EQUIPMENT SPECIFICATIONS

General Information: This specification is for one (1) Bomb Robot

Item	Description	COMPLY? (check one)	
		Yes	No
1	Dimensions – a. Stowed height less than 26 inches b. Width less than 28 inches c. Ground clearance minimum of 4 inches	✓	
2	Weight– a. Weigh less than 300 lbs, including batteries	✓	
3	Mobility – a. Capable of turning within its own length b. Capable of traversing at an incline at an angle of 45 degrees c. Capable of traversing stairs at an angle of 37 degrees d. Speed 0 to 5 mph e. Track over wheels with front and rear articulators f. Remote control of track and articulators	✓	
4	Manipulator – a. Variable speed control b. Dual sided accessory mounts <i>i. Mounting for standard PAN Disruptor barrel and breech assemblies</i> c. Torso must rotate a minimum of 300 degrees with feedback d. Able to lift a minimum of 125 lbs close to chassis e. Able to lift a minimum of 100 lbs with arm at full extension f. Arm must be able to grip at a minimum height of 72 inches g. Gripper minimum open/close between 0 to 6 inches h. Elbow and wrist articulation must be a minimum of 250 degrees i. Vertical reach minimum of 52 inches j. Horizontal reach from front of vehicle minimum of 34 inches	✓	

APPENDIX A - EQUIPMENT SPECIFICATIONS

General Information: This specification is for one (1) Bomb Robot

5	Cameras – a. Arm: i. <i>Color camera with auto/manual focus</i> ii. <i>Auto/manual iris</i> iii. <i>LED light with remote switching from white to IR</i> iv. <i>Extra low light color pan/tilt/zoom</i> v. <i>216:1 zoom functionality</i> b. Front Drive: i. <i>Color camera with manual adjust tilt</i> c. Rear Drive: i. <i>Black & white with low light and fixed focus</i> d. Camera sighting kit assembly e. Laser and laser filter assemblies f. Camera extender mount assembly	✓	
6	Audio – a. Two-way audio with speaker and microphone.	✓	
7	Electrical – a. Minimum of 6 firing circuits b. Data links include fiber optic cable reel, RF analog	✓	
8	Environmental – a. Must operate on wet or dry surfaces b. Weather resistant enclosure	✓	
9	Operator Control Unit – a. LCD display minimum of 8.4 inches b. Switch box for direct connection to robot c. Tabletop with LCD monitor, anti-glare screen d. Camera selection switch e. Graphic display of battery, camera setup, sensor feedback and vehicle status	✓	

APPENDIX A - EQUIPMENT SPECIFICATIONS

General Information: This specification is for one (1) Bomb Robot

	f. Video and audio outputs g. Joystick control h. Removable key firing circuit system i. 12VDC battery or 220 VAC cord or GFI110 j. Microphone, speaker and volume control	✓	
10	Control System – a. Digital hybrid radio control assembly b. 1,200 ft fiber optic cable reel and spare 1,200 ft reel; c. 1,200 ft fiber optic cable reel compatible with the cable reel of a Remotec model F6AAndros	✓	
11	Sensor Mounts – a. X-ray assembly	✓	
12	Tool Kit– a. Accessory block b. Disrupter mount assembly c. PAN Disrupter with stand d. Four-Channel Shock Tube initiator kit e. Charge Dropper Assembly	✓	
13	Training – a. Minimum 12 hours Operator and Maintenance training at Stockton Police Department Facility	✓	

APPENDIX B

PRICE SHEET

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**APPENDIX B
PRICE SHEET**

Delivery will be made in 180 days from receipt of order, except as otherwise indicated.

Pricing valid for 90 days

Payment Discount terms _____

Company Name REMOTEC, INC

Address 353 JD YARNELL INDUSTRIAL PARKWAY

City CLINTON State TN Zip 37716

Telephone 865-269-1134 Fax 865-483-1426

E-mail Address: cynthia.williams@ngc.com

Authorized Signature *Cynthia Williams*

Print/Type Name Cynthia Williams Date 4/04/18

Attachment A to San Joaquin IFB #8062
Questionnaire page 9

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, provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its 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 may at its option, participate in 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 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 to cover its product support requirements.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, 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 Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller for use on Seller products will cause the warranty on the said unit 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.

NORTHROP GRUMMAN**ADVANCE INVOICE**Remit To: **REMOTEC, INC.**
**353 JD Yarnell Industrial Pkwy
Clinton, TN 37716
(865) 483-0228 Fax (865) 483-1426**

Invoice No.	Date
STOCKTON#2	07/15/18
Refer To Invoice Number When Remitting	

SOLD TO: STOCKTON, CITY OF
STOCKTON PD
FISCAL AFFAIRS
22 E. MARKET STREET
STOCKTON CA 95202

SHIP TO: STOCKTON, CITY OF
STOCKTON PD
22 E. MARKET STREET
STOCKTON CA 95202

ATTN: JEANETTA RAMIREZ PROGRAM MANAGER II

Sales Order	Cust No	Customer PO #	Order Date	Tax	Mark Shipment	Terms
STOCKTON#2	001794			E	TBD	NET 30

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	HD-SEL Vehicle Assembly Includes: -Zero Backlash Arm w/Position Feedback, Presets, Std Upper Arm -Track/Wheeled Chassis -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Front Drive Camera: Color, 40:1 zoom, focus & iris functions w/LED Lighting -Rear Drive Camera: (B/W) -Quick Release Battery Pack -Tool Kit -Rear Articulator Assy.	E3875-0100-2	1	\$ 37,320	\$ 37,320
	One Operation/Maintenance Manual (CD-ROM) (Included in item 1)	OM-HDSEL-001	1		
	Battery Charger Assy. (Included with item 1)	CHGR-031	1		
2	1 1/2 Days Operator/Maintenance Training at Customer Facility See Note (2) Reference Service Quotation # Q-13982C	TRAINING-001	1	\$ 3,298.00	\$ 3,298.00
CONTROL SYSTEM OPTIONS (Controller and a Data Link must be chosen to make the robot functional)					
3	TAC-1 ASSY.	D2461-8125	1	\$ 15,500	\$ 15,500
4	TRUCK MOUNT ASSY. (for AC & DC operation only)	D2461-8150-2	1	\$ 3,975	\$ 3,975
DATA LINK OPTIONS					
5	Digital Hybrid Radio Control Assembly (Includes case) (Requires frequencies prior to production)	C2456-8440-X	1	\$ 44,068	\$ 44,068
6	Case for Hybrid Radio	CASE-024	1		
7	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330	1	\$ 24,300	\$ 24,300
8	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323	2	\$ 2,273	\$ 4,546
AUDIO/VIDEO OPTIONS					
9	Camera Sighting Kit Assy.	C7055-5140	1	\$ 850	\$ 850
10	Laser Assembly	C7055-5170	2	\$ 325	\$ 650
11	Laser Filter Assembly	C7055-3830	1	\$ 835	\$ 835
12	Camera Extender Mount Assy	B3875-5110	1	\$ 10,220	\$ 10,220
SENSOR MOUNTS					
13	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film (Requires Accessory Block.)	E7050-5800	1	\$ 1,660	\$ 1,660
TOOLS					
14	Accessory Block	C3875-0511	1	\$ 1,015	\$ 1,015
15	Disrupter Mount Assy. (for PAN, Royal Arms or Neutrex 20mm)	D3860-5150	1	\$ 2,575	\$ 2,575
16	PAN Disrupter with Aluminum Stand	DISRUPTER-004-A**	1	\$ 6,195	\$ 6,195
17	Shock Tube Initiator kit, Four Channel	C3875-2009	1	\$ 3,600	\$ 3,600

NORTHROP GRUMMANRemit To: **REMOTECH, INC.**

**353 JD Yarnell Industrial Pkwy
Clinton, TN 37716
(865) 483-0228 Fax (865) 483-1426**

ADVANCE INVOICE

Invoice No.	Date
STOCKTON#2	07/15/18
Refer To Invoice Number When Remitting	

SOLD TO:

STOCKTON, CITY OF
STOCKTON PD
FISCAL AFFAIRS
22 E. MARKET STREET
STOCKTON CA 95202

SHIP TO:

STOCKTON, CITY OF
STOCKTON PD
22 E. MARKET STREET
STOCKTON CA 95202

ATTN: JEANETTA RAMIREZ PROGRAM MANAGER II

Sales Order	Cust No	Customer PO #	Order Date	Tax	Mark Shipment	Terms
STOCKTON#2	001794			E	TBD	NET 30
18	Charge Dropper Assy. (330 ft.)		C3860-5550	1	\$ 600	\$ 600
19	Water Disrupter Deployer Kit (Grip & Hitch compatible)		C2461-7585	1	\$ 1,950	\$ 1,950
MAINTENANCE						
20	Spare Vehicle Battery Assy.		3875-1600FT	1	\$ 7,050	\$ 7,050
21	Semi-Annual Maint. Kit		C3875-0162	1	\$ 1,340	\$ 1,340
22	Second Year Extended Warranty Contract		MAINTENANCE-001	1	\$ 5,500	\$ 5,500
MISCELLANEOUS						
Subtotal						\$ 177,047
PACKAGING & FREIGHT						
23	Packaging in Reusable Shipping Crate		CRATE-002	1	\$ 1,050	\$ 1,050
24	Ship Items		FREIGHT	1	\$ 850	\$ 850
Shipping & Handling Subtotal						\$ 1,900
TOTAL Price						\$ 178,947

ADVANCE INVOICE

Invoice No. STOCKTON#1
Date 07/15/18

Refer To Invoice Number
When Remitting

Remit To: **REMOTEC, INC.**

**353 JD Yarnell Industrial Pkwy
Clinton, TN 37716
(865) 483-0228 Fax (865) 483-1426**

ATTACHMENT A

SOLD TO: SAN JOAQUIN COUNTY
INFORMATION SYSTEM DIVISION
44 N. SAN JOAQUIN STREET SUITE 455
STOCKTON CA 95202

SHIP TO: STOCKTON, CITY OF
STOCKTON PD
22 E. MARKET STREET
STOCKTON CA 95202

Sales Order	Cust No	Customer PO #	Order Date	Tax	Mark Shipment	Terms
STOCKTON#1	001794			E	TBD	NET 30
Salesman	Ship Date	Shipped Via	F.O.B. Point	Ins	Waybill Number	
				N		

Item	T	QUANTITY			Part Number/Revision	Description	Unit Price \$	Disc %	Amount \$
		Order	B/O	Ship					
001	E	1.00		1.00	E3875-0100-2	REMOTEC DOES NOT COLLECT/REMIT SALES TAXES TO THE STATE OF CALIFORNIA. QUOTE ITEM #1 HD-SEL PURCHASE FOR BOMB ROBOT ONLY GRANT NUMBER: SHSGP 2017-0083 PROJECT 002 BOMB ROBOT AEL 03OE-07-ROBT	91,855.00		91,855.00
PAY THIS AMOUNT							\$		91,855.00

REMOTEC®

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, provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its 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 may at its option, participate in 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 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).

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The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, 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 Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller for use on Seller products will cause the warranty on the said unit 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 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.

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.

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.

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

REMOTE[®]

SALES TERMS AND CONDITIONS

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.

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.

Re-Sellers of Seller's Products: All Terms and Conditions contained within the Re-Seller's Agreement will govern.

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.

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.

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.

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. 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. Buyer hereby indemnifies Seller from all claims, including third party claims, which arise as a result of the Buyer's use or misuse of the products. This clause shall survive the expiration or termination of this agreement.



SAN JOAQUIN
—COUNTY—

Greatness grows here.

Purchasing and Support Services

Jon Drake, C.P.M., *Director*

Gary Jayne, CSRM, *Deputy Director*

Date: March 30, 2018

To: IFB# 8062 Bidders

From: Gina Gutierrez, Deputy Purchasing Agent

Subject: Addendum # 1 to Bid# 8062 – Bomb Robot

PLEASE NOTE:

- This addendum must be signed and returned with your proposal.
- Failure to do so may cause rejection of your proposal.

This Addendum No. 1 forms part of Bid# 8062 and shall supersede the original specifications of the above entitled Request for Proposal wherein it contradicts same. This Addendum provides the following information:

ADDITIONAL INFORMATION:

The resulting Purchase Order for this Bid will be subject to the standard terms and conditions of Remotec. The terms outlined in B6082 and those outlined on the following page will be followed after Remotec's terms:

https://www.sjgov.org/uploadedfiles/sjc/departments/supportserv/forms/sjc_general_terms_conditions.pdf

QUESTION AND ANSWER:

1. Page 3- Item 6

Is May 31st when the grant funding expires? Remotec's standard delivery time is 180 days. We will be unable to make the May 31st delivery date on this robot. Can this grant be extended?

The grant funding does not expire in May 2018, however the project completion had a performance period to be completed within the first six months of award. An extension for delivery will be accepted.

2. Page 4-Item 3- San Joaquin County Green Purchasing Policy

Since the production of your robot will be occurring at our site, we would like for this policy to not apply to this IFB. Remotec will continue to follow our Environmental Policy as well as our parent company Northrop Grumman's Policy.

The successful bidder shall follow County policies per Bid Documents.

3. Page 7-Warranty-

The bid requests a 2 year warranty with the robot. Remotec offers a standard one year warranty with every robot. The additional year will be at a cost of \$5,500.00 Do you want us to add that extra year to our bid?

Please see Appendix B, Price Sheet, page 16 of 17, item 3 of B8062.

Appendix B-Equipment Specifications

4. Is it acceptable to lump all the remaining items that were not an individual line item into Item 1?

Yes, this is acceptable. However, County is requesting Bidders attach a detailed outline of pricing that may include items not covered in the bid price sheet.

5. Item 1(a)-The stowed height of the robot w/o the optional camera extender is 26 inches. The quote that we supplied has a camera extender and is mention in 5(f) on the Equipment Specifications sheet. The camera extender can be removed to obtain the stowed height. Is this acceptable?

Yes, that is acceptable.

6. Item 9(c) - On our initial quote, we did not quote a tabletop with LCD monitor, with anti-glare screen. Do you want one? Do you want the TAC-1 assembly or do you want the TableTop assembly? These are two entirely different operation control systems.

Please note the equipment specifications, item 9c is incorrect and should read TAC-1 Assy.

7. Page 15-Item 10-Control System-C

Please confirm with the end user that they are only wanting a Spare Spool of Fiber Optic Cable(1,200 ft.) to go with their current Remotec Model F6A Andros robot, not the Cable Reel Assy.

Please see equipment specifications, Item 10b requests both reel and spare. Item 10c requests additional cable reel compatible with Remotec Model F6A.

8. Trunk Mount- We quoted one on our initial quote, but there isn't one on the equipment specifications. You will need this to have 100% connectivity to the TAC-1 controller9(a) and a communications data link(Radio or Fiber Optics).

Please include any additional required items for 100% connectivity. Please note: the truck mount is a component of the Control System Assembly in Item 10.

END ADDENDUM #1

Please contact me by Tuesday, April 3, 2018 **BEFORE NOON** if you do not see your questions (that were submitted by March 23rd). I can be contacted at (209) 468-2074 or gigutierrez@sigov.org

Cynthia Williams

Signature

Cynthia Williams

/Print Name

Cynthia.Williams@ngc.com

Email

265-269-1134

/ Phone



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—COUNTY—
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Purchasing and Support Services

Jon Drake, C.P.M., *Director*

Gary Jayne, CSRM, *Deputy Director*

March 14, 2018

TO: ALL PROSPECTIVE BIDDERS

RE: Invitation to Bid 8062
Bomb Robot

Ladies and Gentlemen:

Enclosed please find an invitation to bid (IFB) and product specification.

Sealed responses are to be received no later than **2:00 PM, PDT, Friday, April 6, 2018**. Please return your Bid in a sealed envelope with the Bid number and the date and time of bid opening.

By MAIL or by HAND DELIVERY, please send your response by the above date and time to the following address:

San Joaquin County – Purchasing and Support Services
Attention: Purchasing Agent – Bid No. 8062
44 N. San Joaquin Street, Suite 540
Stockton CA 95202

If you have any further questions, please contact me at (209) 468-2074 or by email at gigutierrez@sigov.org.

Sincerely,

Gina Gutierrez
Deputy Purchasing Agent