

## “SOLE SOURCE” PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Dona Ana County Sheriff's Office

1. Name of product or service: 7-Individual F6A tracks, 2-Shoulder list plates for F6A, 1-HD-1 Battery, 1- Vehicle battery charger HD
2. Name of product manufacturer: Northrop Grumman Remotec Inc.
3. Name of “sole” product supplier or service provider: Northrop Grumman Remotec Inc.
4. Describe in general terms the product/service you are requesting and the intended application. These parts are necessary to support and maintain the robotic platforms now in service by our Dona Ana County Bomb Squad.
  
5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services. There are no other products to choose from to purchase in order to maintain and keep these platforms operational.
  
6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). Please see sole source letter.
  
7. What product supplier or service provider has your Department used until now to satisfy similar requirements? Northrop Grumman Remotec Inc.

  
\_\_\_\_\_  
Signature of Department Head

9-16-20

\_\_\_\_\_  
Date

***NORTHROP GRUMMAN***

Northrop Grumman Corporation Mission Systems

Remotec  
353 JD Yarnell Parkway  
Clinton, TN 37716  
(865) 483-0228  
(865) 483-1436 Fax

September 15, 2020

Scott Bayles  
Dona Ana Sheriff's Department  
845 Motel Blvd  
Las Cruces, NM 88007

Scott,

REMOTEC, A Subsidiary of Northrop Grumman, is the sole manufacturer and distributor for the ANDROS family of Hazardous Duty Robots including the following models/series: FX, Wolverine, Mk V-A1, F6A, F6B, Mini II, HD, and Titus. Included in that are also all related upgrades, accessories, parts, training, refurbishments and service. This applies to you in relation to Quote: Q-15265 dated August 14, 2020 for accessories and parts.

Our ANDROS Robots are in use by police departments in all 50 states and many different organizations in 52 countries around the world. Some of these organizations include all branches of the U.S. Military, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC's ANDROS systems have a unique articulated track design, which is patented under U.S. Patent No. 4,746,9n, Patent No. 4,923,831 and Patent No. 5,022,812. REMOTEC is the only manufacturer that offers the articulated track design.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all service is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 483-1492.

The use of any non-approved "After Market" accessories or communication links may limit the warranty or the ability to obtain an extended warranty on your ANDROS system. This may also limit customer support capabilities and can also result in additional cost for repairs.

Sincerely,

Eric Jones  
Remotec Customer Service Department  
353 JD Yarnell Pkwy  
Clinton, TN 37716  
865-483-1492 Office  
865-483-1436 Fax  
remotecservice@ngc.com  
Remotec, Inc.  
a subsidiary of  
***NORTHROP GRUMMAN***



**REMOTEC**

**REMOTEC, INC. SERVICE DEPARTMENT QUOTE**

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

**CMPNY:** Dona Ana County Sheriff's Dept  
**ATTN:** Scott Bayles  
**ADDR:** 845 Motel Blvd  
  
 Las Cruces  
 NM, 88007  
**PHONE:** 575-639-6507 Cell  
**FAX:**  
**Email:** [scottb@donaanacounty.org](mailto:scottb@donaanacounty.org)

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**Date:** 8/14/2020

**Terms:** Net 30 Days

**Prices are F.O.B. Clinton, TN**

**Delivery:** 180 Days After Receipt of Order  
 Or Sooner

This pricing is valid for 90 days.

**ROBOT MODEL:** F6A  
**ROBOT S/N:** F5641-04N000504  
 H14079-01N021108 FB20069-01N000219  
**QUOTE #:** Q-15265

**RMA#**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Individual F6A Track (6 In Full Set)	B2400-1013-FT	7	\$ 271.00	\$ 1,897.00
	Shoulder Lift Plate for F6A only	B2400-2026	2	\$ 275.00	\$ 550.00
	HD1-J Battery (PATCO)	3865-1700	1	\$ 8,784.00	\$ 8,784.00
	Vehicle Battery Charger HD	CHGR-031	1	\$ 3,240.00	\$ 3,240.00
					\$ -
					\$ -

**Shipping Via:** FedEx \$ 100.00

**TOTAL COST** \$ 14,571.00

**ALL QUOTES REQUIRE APPROVAL**

Business Management Approval EMAIL APPROVAL FROM STEPHANIE BAILEY	Contracts Approval <i>Cynthia Williams</i>
----------------------------------------------------------------------	-----------------------------------------------

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Add travel, labor and subsistence costs if training is located at customer's facility.
- (3) All products have a one-year warranty. Extended Maintenance Contracts are available.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) Pricing does not include any taxes, fees or other related items unless specifically called out.

# REMOTEC®

## DOMESTIC SALES TERMS AND CONDITIONS

### A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

### B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

### C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

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.

### 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 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

# REMOTEC<sup>®</sup>

## DOMESTIC SALES TERMS AND CONDITIONS

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

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

### M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

### N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

### O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

### P. SHIPPING POINT

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

### Q. 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. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

### S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.