

Farrell, Sean (POL)

From: Dade, Jeffrey <Jeffrey.Dade@dos.nh.gov>
Sent: Friday, September 06, 2019 5:26 PM
To: Raby, Geoffrey M. (BS) (FBI); Frammartino, Edward
Cc: Mitchell, Michael; Knecht, William; Mowry, Robert; Twomey, Jay; Meehan, Brian J. (ATF); Connolly, Chris; Carroll, Kenneth (POL); Krider, Robert D; Paulson, E. Z.; BS_SABT; Covenno, Steve; Murray, Michael; Mills, Jeffrey A; Carpenter, David; andrew.crosby@pd.boston.gov; Galizio, Gerard (DFS); Ahern, Stephen A; Harriman, Chris S; Callahan, Robert (POL); Farwell, William T; josephj@portlandmaine.gov; Thibodeau, Ariane; Kenison, Paul; Brien, Joseph (POL); Parker, James; Qualls, William (DFS); Bachelder, Robert (DFS); Walker, Sean; Ahern, Robert (POL); Jones, Daniel (DFS); Donahue, Richard W. (ATF); Rockett, Michael (POL); Fritz, Thomas (POL); Gorham, Frank; Horgan, Paul (DFS); Higgins, James (POL)
Subject: Bomb Squad in Airport Environments
Attachments: Bomb Squad Operations at Airports.docx

ALCON:

The attached is well written and a worthwhile read. It'll take you a solid 12-15 minutes to get through it. I don't totally agree with every point and conclusion the author makes, but the main point that bomb tech response in any mode of mass transit needs to be different because that environment is totally different I'd hope we can all agree with. While I'm not naive that the economic impact is a *factor* that requires the adjustment of TTP's, I'd just say that it's the context of the environment that is factored into our *threat assessment* that drives the adjustment, not merely money as the author emphasizes. Either way, the conclusion is the same, it's a different venue requiring different tactics and nowhere in our formal bomb tech training do we really address that.

Stay safe,
Jeff

Sergeant Jeffrey D. Dade

Bomb Squad Commander
New Hampshire State Police
Special Services-Bomb Squad
603.223.8592 (Desk/Voicemail)
603.223.8592 (Cell)



Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Thursday, August 22, 2019 1:52 PM
To: Lee, Cheri (POL)
Subject: RE: Aramark
Attachments: Departmental Contract Vendors - COMMBUYS - 2017.xls

Yes, am I looking in the wrong place?

-----Original Message-----

From: Lee, Cheri (POL)
Sent: Thursday, August 22, 2019 1:38 PM
To: Miller, Dianne (POL)
Subject: RE: Aramark

R:\Kim Desiata\ Copy of Departmental Contract Vendors - COMMBUYS 2017

I need to rename and add to the new drive- but I'll inform you when done.
Is this where you were looking?

-----Original Message-----

From: Miller, Dianne (POL)
Sent: Thursday, August 22, 2019 1:33 PM
To: Lee, Cheri (POL)
Subject: RE: Aramark

I saw duration 8/31/19 and maximum 8/31/22

-----Original Message-----

From: Lee, Cheri (POL)
Sent: Thursday, August 22, 2019 1:32 PM
To: Miller, Dianne (POL)
Subject: RE: Aramark

Dianne-

It was already noted as 8/31/20 on spreadsheet....I just updated MMARS MA.

-----Original Message-----

From: Miller, Dianne (POL)
Sent: Thursday, August 22, 2019 1:30 PM
To: Lee, Cheri (POL)
Subject: Aramark

FYI- the spreadsheet end date is also 8/31/19.

-----Original Message-----

From: Lee, Cheri (POL)
Sent: Thursday, August 22, 2019 1:15 PM

To: tormey-kathleen@aramark.com
Cc: Miller, Dianne (POL)
Subject: FW: Message from "RNP0026735FEE31"
Importance: High

Good Afternoon-

Attached please find a copy of the fully executed contract with the Mass State Police for SP16-AGENT-Q65, catering services.

Thank you-

Cheri A. Lee
Procurement Manager
Department of State Police
470 Worcester Road
Framingham, MA 01702
508 820-2148 ph
508 820-2165 fax
Cheri.lee@massmail.state.ma.us

-----Original Message-----

From: Fiscal@state.ma.us [mailto:Fiscal@state.ma.us]
Sent: Thursday, August 22, 2019 1:12 PM
To: Lee, Cheri (POL)
Subject: Message from "RNP0026735FEE31"

This E-mail was sent from "RNP0026735FEE31" (Aficio MP 2852).

Scan Date: 08.22.2019 13:11:39 (-0400)
Queries to: Fiscalscanner@state.ma.us

Farrell, Sean (POL)

From: iRobot <noreply@irobot.com>
Sent: Sunday, August 18, 2019 12:49 PM
To: Dwelly, Gregory (POL)
Subject: Confirmation of Account Activity | iRobot



Confirmation of Account Activity

Hi **Greg**, you have successfully updated your iRobot account password.

If you did not intend to reset your password or if you have any questions, please contact iRobot Customer Care. Please do not reply directly to this email.

Farrell, Sean (POL)

From: iRobot <noreply@irobot.com>
Sent: Sunday, August 18, 2019 12:47 PM
To: Dwelly, Gregory (POL)
Subject: Account Password Assistance | iRobot

iRobot

Account Password Assistance

Please click on the link below to reset your password:

[Reset Password](#)

Please do not reply directly to this email.

Farrell, Sean (POL)

From: Timmins, Laura (US) <Laura.Timmins@flir.com>
Sent: Tuesday, July 30, 2019 5:33 PM
To: FitzGerald, Nancy (DFS)
Cc: Miller, Dianne (POL); Blain, Kamila (US); Walrath, Julie (DFS); Nason, Joanne (DFS)
Subject: RE: [EXTERNAL] DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.
Attachments: FLIR Unmanned Ground Systems signed forms July2019.pdf

Hi Nancy,

Sorry for the delay. Part of working for a large company.

Originals in the mail and I will update COMMBUYs.

Thank you,

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Monday, July 15, 2019 1:01 PM
To: Timmins, Laura (US) <Laura.Timmins@flir.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>; Blain, Kamila (US) <Kamila.Blain@flir.com>; Walrath, Julie (DFS) <julie.walrath@state.ma.us>; Nason, Joanne (DFS) <joanne.nason@state.ma.us>
Subject: [EXTERNAL] DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

Laura,

I have not received any paperwork back from your company regarding your name change. I also do not see your name changed in the CommBuys system. Could you please let me know the status.

Thank you,

Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: FitzGerald, Nancy (DFS)
Sent: Thursday, June 06, 2019 9:31 AM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>; Kamila Blain <kblain@endeavorrobotics.com>; Walrath, Julie (DFS) <julie.walrath@mass.gov>
Subject: DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

Thank you Laura. Would you also please include a new Signatory Form. Please ensure that anyone signing documents is listed on the signatory form as authorized to sign. The Signatory Form must be signed by a proper executive of the new

company. I must have all **original, ink signature** documents mailed to me via regular mail. In summary, the documents I need are:

1. W9 (please be sure to use the Massachusetts substitute W9 and not the Federal W9 – we need a remit address listed)
2. Terms & Conditions
3. Signatory Form

Please be sure to change your name in the CommBuys system.

Once we get the name changed in the Accounting and Purchasing systems, we will work on getting your contract updated with a Change in Contractor Identity Form.

Thank you,
Nancy

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Department of Fire Services
1 State Road, PO Box 1025
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978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Laura Timmins [<mailto:ltimmins@endeavorrobotics.com>]

Sent: Thursday, June 06, 2019 8:56 AM

To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>

Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>

Subject: RE: DFS EOD contract - a name change?

Hi Nancy,

Yes, we have had a few changes.

Life is never simple.

We were acquired in March by FLIR Systems, Inc.. At that time, we were told nothing will change.

Of course the end of April there was a change in our name.

The official notice will be going our next Monday/Tuesday.

Our new name is FLIR Unmanned Ground Systems, Inc.. We are a wholly owned subsidiary. No change in our cage code, federal tax ID, Duns and banking information.

I will complete the forms and get them back to you.

Any questions please let me know.

Thank you,

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Wednesday, June 5, 2019 4:19 PM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Subject: DFS EOD contract - a name change?

Laura,

Has your company had another name change from Endeavor Robotics, Inc.?

If yes, we will need to change your name again in the State Accounting system and you will need to change it in CommBuys. Please mail an original, ink signature W9 and a new T&C. I have also attached an EFT in case your banking information has or will change.

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Farrell, Sean (POL)

From: Timmins, Laura (US) <Laura.Timmins@flir.com>
Sent: Tuesday, July 16, 2019 2:57 PM
To: FitzGerald, Nancy (DFS)
Cc: Miller, Dianne (POL); Blain, Kamila (US); Walrath, Julie (DFS); Nason, Joanne (DFS)
Subject: RE: [EXTERNAL] DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

From: Timmins, Laura (US)
Sent: Tuesday, July 16, 2019 8:22 AM
To: 'FitzGerald, Nancy (DFS)' <nancy.fitzgerald@state.ma.us>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>; Blain, Kamila (US) <Kamila.Blain@flir.com>; Walrath, Julie (DFS) <julie.walrath@state.ma.us>; Nason, Joanne (DFS) <joanne.nason@state.ma.us>
Subject: RE: [EXTERNAL] DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

Hi Nancy,

I will have it sent to you within the next few days.

Sorry for the delay.

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Monday, July 15, 2019 1:01 PM
To: Timmins, Laura (US) <Laura.Timmins@flir.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>; Blain, Kamila (US) <Kamila.Blain@flir.com>; Walrath, Julie (DFS) <julie.walrath@state.ma.us>; Nason, Joanne (DFS) <joanne.nason@state.ma.us>
Subject: [EXTERNAL] DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

Laura,

I have not received any paperwork back from your company regarding your name change. I also do not see your name changed in the CommBuys system. Could you please let me know the status.

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nancy.fitzgerald@mass.gov

From: FitzGerald, Nancy (DFS)

Sent: Thursday, June 06, 2019 9:31 AM

To: Laura Timmins <ltimmins@endeavorrobotics.com>

Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>; Kamila Blain <kblain@endeavorrobotics.com>; Walrath, Julie (DFS) <julie.walrath@mass.gov>

Subject: DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.

Thank you Laura. Would you also please include a new Signatory Form. Please ensure that anyone signing documents is listed on the signatory form as authorized to sign. The Signatory Form must be signed by a proper executive of the new company. I must have all **original, ink signature** documents mailed to me via regular mail. In summary, the documents I need are:

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From: Laura Timmins [<mailto:ltimmins@endeavorrobotics.com>]

Sent: Thursday, June 06, 2019 8:56 AM

To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>

Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>

Subject: RE: DFS EOD contract - a name change?

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Our new name is FLIR Unmanned Ground Systems, Inc.. We are a wholly owned subsidiary. No change in our cage code, federal tax ID, Duns and banking information.

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Any questions please let me know.

Thank you,

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Wednesday, June 5, 2019 4:19 PM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Subject: DFS EOD contract - a name change?

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From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Monday, July 15, 2019 1:01 PM
To: Timmins, Laura (US) <Laura.Timmins@flir.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>; Blain, Kamila (US) <Kamila.Blain@flir.com>; Walrath, Julie (DFS) <julie.walrath@state.ma.us>; Nason, Joanne (DFS) <joanne.nason@state.ma.us>
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From: FitzGerald, Nancy (DFS)
Sent: Thursday, June 06, 2019 9:31 AM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>; Kamila Blain <kblain@endeavorrobotics.com>; Walrath, Julie (DFS) <julie.walrath@mass.gov>
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Sent: Monday, July 15, 2019 1:01 PM
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Subject: DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.
Attachments: Signatory Form.doc; w-9.doc; CommTC.doc

Laura,

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nancy.fitzgerald@mass.gov

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Monday, July 01, 2019 4:09 PM
To: Miller, Dianne (POL)
Subject: MMARS

Dianne-

The 2 PC mods you did- extending into Fy20- for Federal Resources Supply and Endeavor Robotics were finalized.

The NE Animal Hospital decrease was rejected due to the sync. I am just going to discard ok?

Thanks- 'Cheri

Cheri A. Lee
Procurement Manager
Department of State Police
470 Worcester Road
Framingham, MA 01702
508 820-2148 ph
508 820-2165 fax
Cheri.lee@massmail.state.ma.us



Farrell, Sean (POL)

From: Horgan, Paul (DFS)
Sent: Tuesday, June 11, 2019 9:38 AM
To: Nason, Joanne (DFS)
Cc: Regan, Daniel (POL)
Subject: RE: Important Inventory

Hi Joanne,

I have the muzzle brake recoil reducer, however, I need more specifics on what a "Hardigg Storm Case" is. Thanks.

Paul

From: Nason, Joanne (DFS)
Sent: Tuesday, June 11, 2019 9:28 AM
To: Galizio, Gerard (DFS) <gerard.galizio@mass.gov>; Bachelder, Robert (DFS) <robert.bachelder@mass.gov>; Horgan, Paul (DFS) <paul.horgan@mass.gov>; Jones, Daniel (DFS) <Daniel.Jones@mass.gov>; McCarthy, Bob (DFS) <bob.mccarthy@mass.gov>; Fahey, Scott (DFS) <scott.fahey@mass.gov>; Rockett, Michael (POL) <michael.rockett@pol.state.ma.us>; Sicard, Stephen (DFS) <stephen.sicard@mass.gov>; Cooper, Scott (DFS) <scott.cooper@mass.gov>; Rogowski, Michael (DFS) <michael.rogowski@mass.gov>; Qualls, William (DFS) <william.qualls@mass.gov>
Cc: Regan, Daniel (POL) <daniel.regan@pol.state.ma.us>; Zipper, Paul (DFS) <paul.zipper@mass.gov>
Subject: Important Inventory
Importance: High

Hi, I really need a help on the below list of inventory that is unaccounted for or with some different than stated on the inventory. If you could just check out this small list and let me know if you have any of these items or you know where these items may be it would be greatly appreciated. I don't want to say they are worthless until I know for sure they are not around anymore. Thank you in advance!

Remote Firing System	Inventory sticker:	#5010414	Galizio
Sony			
Camcorder		5010294	Weston
Power Point			
Projector		5010410	McCarthy
Muzzle Brake Recoil			
Reducer	5010474	McCarthy	
Cannon Digital Camera		5010289	Fahey
XRS Xray Source with case		5010305	Fahey
Power Point Projector		5010409	Fahey
Sony Digital Camera		5010285	Sicard
Remote Firing System		5010307	Sicard
Sony Digital Camera		5010322	Sicard
Power Point Projector		5010405	Sicard
Muzzle Brake Recoil Reducer		5010475	Sicard
Breacher Kit		5010761	Sicard
Remote Firing System		5010648	Sicard
Remote Firing System		5010401	Cooper
Cannon Digital Camera		5010286	Cotton
Sony Digital Camera		5010321	Cotton

Power Point Projector		5010407	Cotton
Communication System for EOD Suit		5010483	Cotton
IROBOT Packbot 510		5010455	Jones
Dexter Honda Generator		5010674	Jones
Ballistic vest plates		5010743	Jones
Remote Firing System	5010400	Rogowski	
Power Point Projector		5010408	Rogowski
IROBOT First Look	5010784	Rogowski	
Muzzle Brake Recoil Reducer		5010471	Horgan
Hardigg Storm Case		5010658	Horgan

Joanne Nason PCII
 MSP Fire & Explosion Investigation Unit
 Department of Fire Services
 P.O. Box 1025, State Road
 Stow, MA 01775
 Tel: 978-567-3313
 Fax: 978-567-3119
Joanne.Nason@state.ma.us

Farrell, Sean (POL)

From: Nason, Joanne (DFS)
Sent: Tuesday, June 11, 2019 9:28 AM
To: Galizio, Gerard (DFS); Bachelder, Robert (DFS); Horgan, Paul (DFS); Jones, Daniel (DFS); McCarthy, Bob (DFS); Fahey, Scott (DFS); Rockett, Michael (POL); Sicard, Stephen (DFS); Cooper, Scott (DFS); Rogowski, Michael (DFS); Qualls, William (DFS)
Cc: Regan, Daniel (POL); Zipper, Paul (DFS)
Subject: Important Inventory

Hi, I really need a help on the below list of inventory that is unaccounted for or with some different than stated on the inventory. If you could just check out this small list and let me know if you have any of these items or you know where these items may be it would be greatly appreciated. I don't want to say they are worthless until I know for sure they are not around anymore. Thank you in advance!

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Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us

Farrell, Sean (POL)

From: Ridlon, Richard (POL)
Sent: Thursday, June 06, 2019 3:42 PM
To: Schumaker, Robert (POL)
Subject: Check this out

Dude, It's time

<https://nypost.com/2019/06/06/boston-dynamics-creepy-dog-like-robot-is-about-to-go-on-sale/>

Lt Richard Ridlon
Massachusetts State Police
Armorer's Office
Special Operations
Crisis Negotiation Team – STOP Team

G.L. c. 4, sec. 7 et. 26(e) Privacy C
508-867-1537 O

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Thursday, June 06, 2019 9:31 AM
To: Laura Timmins
Cc: Miller, Dianne (POL); Kamila Blain; Walrath, Julie (DFS)
Subject: DFS EOD contract - a name change from Endeavor Robotics, Inc. to FLIR Unmanned Ground Systems, Inc.
Attachments: Signatory Form.doc; w-9.doc; CommTC.doc

Thank you Laura. Would you also please include a new Signatory Form. Please ensure that anyone signing documents is listed on the signatory form as authorized to sign. The Signatory Form must be signed by a proper executive of the new company. I must have all **original, ink signature** documents mailed to me via regular mail. In summary, the documents I need are:

1. W9 (please be sure to use the Massachusetts substitute W9 and not the Federal W9 – we need a remit address listed)
2. Terms & Conditions
3. Signatory Form

Please be sure to change your name in the CommBuys system.

Once we get the name changed in the Accounting and Purchasing systems, we will work on getting your contract updated with a Change in Contractor Identity Form.

Thank you,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Laura Timmins [mailto:ltimmins@endeavorrobotics.com]
Sent: Thursday, June 06, 2019 8:56 AM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Cc: Miller, Dianne (POL) <Dianne.Miller@pol.state.ma.us>
Subject: RE: DFS EOD contract - a name change?

Hi Nancy,

Yes, we have had a few changes.

Life is never simple.

We were acquired in March by FLIR Systems, Inc.. At that time, we were told nothing will change.

Of course the end of April there was a change in our name.

The official notice will be going our next Monday/Tuesday.

Our new name is FLIR Unmanned Ground Systems, Inc.. We are a wholly owned subsidiary. No change in our cage code, federal tax ID, Duns and banking information.

I will complete the forms and get them back to you.

Any questions please let me know.

Thank you,

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Wednesday, June 5, 2019 4:19 PM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Subject: DFS EOD contract - a name change?

Laura,
Has your company had another name change from Endeavor Robotics, Inc.?

If yes, we will need to change your name again in the State Accounting system and you will need to change it in CommBuys. Please mail an original, ink signature W9 and a new T&C. I have also attached an EFT in case your banking information has or will change.

Once the name changes are complete, we will need to update your contract.

Thanks,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

Farrell, Sean (POL)

From: Laura Timmins <ltimmins@endeavorrobotics.com>
Sent: Thursday, June 06, 2019 8:56 AM
To: FitzGerald, Nancy (DFS)
Cc: Miller, Dianne (POL)
Subject: RE: DFS EOD contract - a name change?

Hi Nancy,

Yes, we have had a few changes.

Life is never simple.

We were acquired in March by FLIR Systems, Inc.. At that time, we were told nothing will change.

Of course the end of April there was a change in our name.

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I will complete the forms and get them back to you.

Any questions please let me know.

Thank you,

Laura

From: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Sent: Wednesday, June 5, 2019 4:19 PM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Subject: DFS EOD contract - a name change?

Laura,

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If yes, we will need to change your name again in the State Accounting system and you will need to change it in CommBuys. Please mail an original, ink signature W9 and a new T&C. I have also attached an EFT in case your banking information has or will change.

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Thanks,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services

1 State Road, PO Box 1025
Stow, MA 01775
978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

Farrell, Sean (POL)

From: Kamila Blain <kblain@endeavorrobotics.com>
Sent: Thursday, June 06, 2019 8:23 AM
To: Miller, Dianne (POL);FitzGerald, Nancy (DFS)
Cc: Ahern, Robert (POL)
Subject: RE: Endeavor Robotics
Attachments: FLIR W9.pdf

Thank you Dianne. Nancy, to elaborate on this....

Endeavor Robotics, Inc went through a formal legal name change to "FLIR Unmanned Ground Systems, Inc" in the last few weeks. Luckily, our tax ID number is still [REDACTED] G.L. c. 4, sec. 7 d. 26(c) Privacy. Attached is a current W9. Our address is 19 Alpha Rd Suite 101, Chelmsford, MA 01824.

Please let me know what has to happen to have this information match our vendor set up. Feel free to give me a call to discuss any of this.

Thank you,

Kamila Blain

From: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Sent: Wednesday, June 5, 2019 4:01 PM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@state.ma.us>
Cc: Kamila Blain <kblain@endeavorrobotics.com>; Ahern, Robert (POL) <RAhern@massport.com>
Subject: RE: Endeavor Robotics

Good afternoon Nancy,

Per Kamila @ Endeavor Robotics there has been another legal name change, same tax i.d. We'll process a revised standard contract form after the change is made in MMARS. Do you want me to initiate a new W9 and process a VCM?

Thank you as always,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Wednesday, June 05, 2019 4:14 PM
To: Miller, Dianne (POL)
Cc: Walrath, Julie (DFS)
Subject: DFS EOD contract: Endeavor Robotics (name change)

Hi Dianne,

You are piggybacking on the DFS contract, so our contract must be fixed first, then you can fix yours. I just changed their name 6 months ago with the same scenario: legal name change, same tax ID. Has their name changed from Endeavor Robotics, Inc. to something new?

Since it is a DFS contract, DFS should initiate the VCM – but thanks for the offer. We need to document the Procurement File with the change for a “Change in Contractor Identity Form.”

Thanks for the information. We will handle this. The updates will be posted on CommBuys (and MMARS) when completed.

Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3142
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Wednesday, June 05, 2019 4:01 PM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Cc: kblain@endeavorrobotics.com; Ahern, Robert (POL) <RAhern@massport.com>
Subject: RE: Endeavor Robotics

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Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Wednesday, June 05, 2019 4:01 PM
To: FitzGerald, Nancy (DFS)
Cc: kblain@endeavorrobotics.com;Ahern, Robert (POL)
Subject: RE: Endeavor Robotics

Good afternoon Nancy,

Per Kamila @ Endeavor Robotics there has been another legal name change, same tax i.d.
We'll process a revised standard contract form after the change is made in MMARS.
Do you want me to initiate a new W9 and process a VCM?

Thank you as always,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143



Department of State Police

Release Purchase Order

Purchase Order Number PO-16-1021-DFS-DFS01-00000007724:4
Alternate ID PDPOL197519ROBOT0001
Solicitation (Bid) No.:

VENDOR	Vendor Number: <small>G.L. c. 4, sec. 7 cl. 2</small> Endeavor Robotics, Inc. 8 Crosby Drive Bedford, MA 01730
--------	---

Short Description: 19ROBOT0001

Special Instructions
 Sgt. Ahern

SHIP TO BILL TO	Lt. Thomas Coffey, Dept of State Police - Logan 2 Service Road East Boston, MA 02128 US Email: thomas.coffey@massmail.state.ma.us Phone: (617) 568-7532
	Dianne Miller, Department of State Police 470 Worcester Road Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMail.State.MA.US Phone: (508) 820-2143

Item # 1 Class-Item 46-16-00 Item 4187500-1650050 510 PackBot Robotic System per attached quote					
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 138,524.00	EA	0.00 %	\$ 0.00	\$ 138,524.00
Item # 2 Class-Item 46-16-00 Item 4151798 BB-2590 Lithium Battery Pack per attached quote					
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
6.00	\$ 505.54	EA	0.00 %	\$ 0.00	\$ 3,033.24

Item # 3
Class-Item 46-16-00

Item 446638K-240 Packbot Radio per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 15,558.15	EA	0.00 %	\$ 0.00	\$ 15,558.15

Item # 4
Class-Item 46-16-00

Item 4466337K-240 Multi-Robot Control per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 16,719.10	EA	0.00 %	\$ 0.00	\$ 16,719.10

Item # 5
Class-Item 46-16-00

Item 4523214-240 110 FirstLook Robotic System per attached quote.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 38,376.92	EA	0.00 %	\$ 0.00	\$ 38,376.92

TOTAL: \$ 212,211.41

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

Email: dianne.miller@massmail.state.ma.us

BUYER

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Wednesday, June 05, 2019 1:44 PM
To: Ahern, Robert (POL)
Subject: FW: Purchase Order Notification - 19ROBOT0001
Attachments: Endeavor Robotics PO 2.12.19.pdf

Hi,
Attached is the purchase order and below is the confirmation from last February.
Let me know if I should call someone. The grant ends 6/30/19.
Thanks
Dianne

From: notifications@commbuys.com [mailto:notifications@commbuys.com]
Sent: Tuesday, February 12, 2019 9:15 AM
To: NoReply (CME)
Subject: Bulk Message Mailing Result (Notification # 740609) - Purchase Order Notification - 19ROBOT0001

Notification # 740609: successfully queued email for delivery for all the email recipients. Details are as follows:

Successfully queued email for delivery for the following vendor recipients:

Vendor ID	Vendor Name	Tax ID	Email Address	Recipient User
<small>PL 4 sec. 7 cl. 26(c) P01</small>	Endeavor Robotics, Inc.	*****2208	ltimmins@endeavorrobotics.com	Laura Timmins

Farrell, Sean (POL)

From: Cogswell, Jessica (CTR)
Sent: Thursday, May 30, 2019 2:34 PM
To: Silva, Kyra (POL)
Subject: RE: POL - April 2019 Discount Report - FY 2019
Attachments: LOST_DISC_POL_DONE.XLSX; DISC_POL_DONE.XLSX

Hi Kyra,
My apologies for not getting back to you sooner. Attached are the two reports for March.
Best,
Jessica

Jessica A Cogswell
Statewide Payments and Tax Reporting Manager
Office of the Comptroller
Commonwealth of Massachusetts
One Ashburton Place - 9th Floor
Boston, Massachusetts 02108
Direct: 617-973-2323
Main: 617-727-5000
E-Mail: jessica.cogswell@mass.gov
Visit our Website: www.macomptroller.org

This e-mail and its contents may contain confidential or privileged material and is intended solely for the use of the individual/company to whom it was addressed. If you received this in error, please notify me and delete the e-mail and any attachments. Thank you.

From: Silva, Kyra (POL)
Sent: Tuesday, May 28, 2019 2:29 PM
To: Cogswell, Jessica (CTR) <jessica.cogswell@mass.gov>
Subject: RE: POL - April 2019 Discount Report - FY 2019

Good afternoon,

Would it be possible for you to send me the "POL - March 2019 Discount Report - FY 2019"?

Thank you

From: Comptroller, Payments (CTR)
Sent: Tuesday, May 28, 2019 9:30 AM
To: Small, Michelle (POL); Rivera Morgan, Awilda (POL); Silva, Kyra (POL)
Subject: POL - April 2019 Discount Report - FY 2019

Good Morning,

We are writing to provide the information regarding POL's April Discount Report.

In April 2019, POL earned \$54,846.72 in discounts taken, totaling to an annual savings of \$247,484.60. The earned discount for this month is \$23,084.28 higher than that of last year.

In addition, contracts with discounts totaled \$28.61 million, higher than last year for the same period by \$4.81 million.

Discount losses greater than \$20 per transaction have reached \$1,790.45 on the month. Please instruct relevant staff(s) to ensure that payments are processed on a timely basis to receive the maximum discount offered.

We have attached the following reports for you to review and utilize:

1. Contracts over 5k with/without discount agreements in selected object codes.
2. Report of discount loss.

Thank you for all the support that you give to the Commonwealth Prompt Payment Discount Program. Please feel free to contact me with any questions.

Regards,

Jessica A Cogswell

Statewide Payments and Tax Reporting Manager

Office of the Comptroller

Commonwealth of Massachusetts

One Ashburton Place - 9th Floor

Boston, Massachusetts 02108

Direct: 617-973-2323

Main: 617-727-5000

E-Mail: jessica.cogswell@mass.gov

Visit our Website: www.macomptroller.org

This e-mail and its contents may contain confidential or privileged material and is intended solely for the use of the individual/company to whom it was addressed. If you received this in error, please notify me and delete the e-mail and any attachments. Thank you.

Farrell, Sean (POL)

Sent: Tuesday, May 28, 2019 2:28 PM
To: Lee, Cheri (POL)
Subject: FW: POL - April 2019 Discount Report - FY 2019
Attachments: DISC_POL_DONE.XLSX; LOST_DISC_POL_DONE.XLSX

Good afternoon,

We missed \$1,790.45 in discounts for the month of April, which is an increase in the

Please be sure to stamp your documents with the RUSH stamp and put those documents in the front of your pending files so that they are checked on daily.

If you are having problems getting receiving from your site please bring the documents(s) to your Supervisor's attention.

From: Comptroller, Payments (CTR)
Sent: Tuesday, May 28, 2019 9:30 AM
To: Small, Michelle (POL); Rivera Morgan, Awilda (POL); Silva, Kyra (POL)
Subject: POL - April 2019 Discount Report - FY 2019

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Jessica A Cogswell
Statewide Payments and Tax Reporting Manager
Office of the Comptroller
Commonwealth of Massachusetts
One Ashburton Place - 9th Floor
Boston, Massachusetts 02108
Direct: 617-973-2323

Main: 617-727-5000

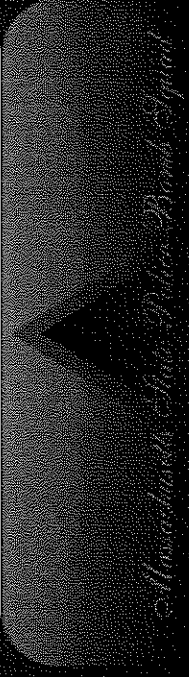
E-Mail: jessica.cogswell@mass.gov

Visit our Website: www.macomptroller.org

This e-mail and its contents may contain confidential or privileged material and is intended solely for the use of the individual/company to whom it was addressed. If you received this in error, please notify me and delete the e-mail and any attachments. Thank you.

Fire and Explosion Investigation Section (FEIS)

Bomb Squad



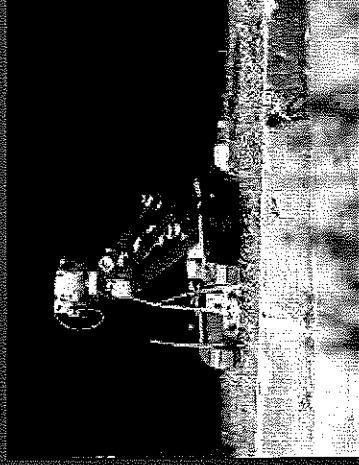
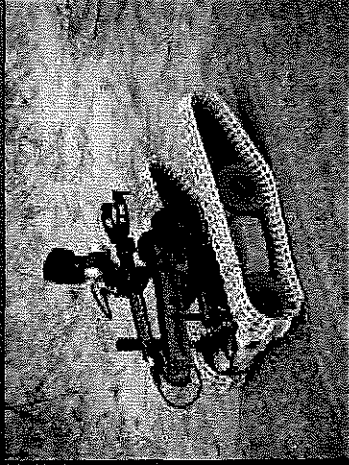
Massachusetts State Police Bomb Squad

Robotic Bomb Technician Trial

Manufactured by the Police Bomb Squad

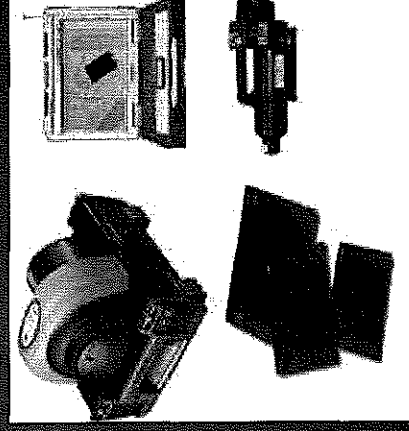
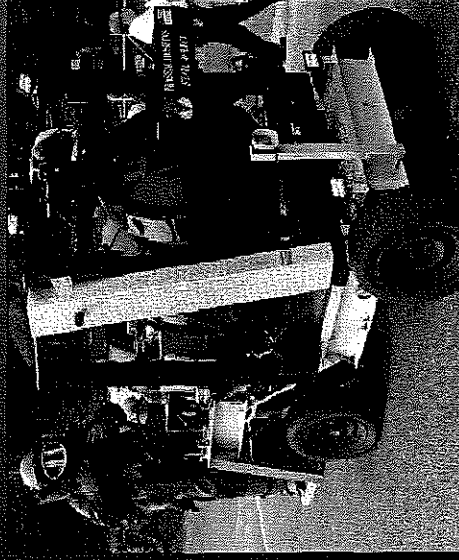
Tools of the trade

- Robotics
 - QinetiQ - Talon and Dragonrunner
 - Flir-Endeavor (iRobot) – Pacbot and FirstLook



Tools of the trade

- X-Ray
- Rigging
- PAN/Carbon Fire Disruptor
- Total Containment Vessel (TCV)

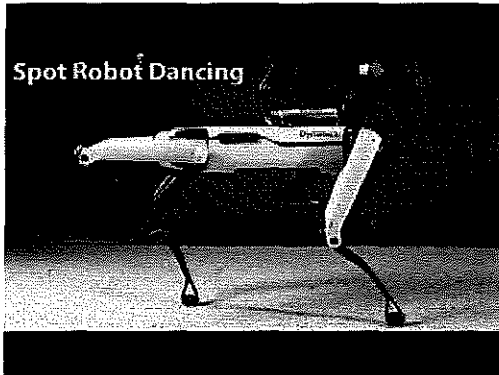


Canadian Fire Service Association

Farrell, Sean (POL)

From: Sullivan, Stephen (POL)
Sent: Tuesday, May 14, 2019 10:36 AM
To: Jones, Raymond (POL)
Subject: spot

[https://www.youtube.com/watch?v= Gd7M1_SByE](https://www.youtube.com/watch?v=Gd7M1_SByE)



Amazing SpotMini Robot Dancing & Put To The Test For Commercial Usage - Boston Dynamics Updates

www.youtube.com

Amazing SpotMini Robot Dancing & Put To The Test For Commercial Usage - Boston Dynamics Updates. 🙌🙌🙌🙌 ---

----- All
amazon Robotics <https://amzn.to/2MW7AJD> -----

----- Join Amazon
Prime with More Amazing Offers(Free 30 Days Trial ...

Tpr. Stephen Sullivan
Mass State Police #2279
SP Millbury C-2

Farrell, Sean (POL)

From: Jenny McCall <Jenny@info.ubmamgevents.com>
Sent: Tuesday, April 30, 2019 9:08 AM
To: Donovan, Kerrie (POL)
Subject: Join me in Boston with this free pass

Hi there,

Will you be my guest at BIOMEDevice Boston?

It's a two-day event featuring a trade show of more than 375 suppliers and a packed schedule of panels and presentations focused on end-to-end solutions for medical design and manufacturing professionals.

Just use the code **GUEST** to get your free expo pass.

Activities at the expo include live product demonstrations, hosted networking events to meet exhibitors and other attendees, and keynote presentations from Kevin Blankespoor with Boston Dynamics and Scott Huennekens, former CEO Verb Surgical. And that's just scratching the surface.

There's also an information-packed conference that will spotlight important topics within product development and R&D.

As my guest, you can save \$100 on a conference pass with the promo code **GUEST**.

Whether you want to come to the expo or the conference, it'll be great having you as my guest. Just use the code **GUEST** when you register.

Best regards,

Jenny McCall
Event Manager

Farrell, Sean (POL)

From: Egnitz, Brian (POL)
Sent: Sunday, April 21, 2019 9:35 AM
To: Procopio, David (POL)
Cc: Quinn, Dermot (POL)
Subject: Spot robot

FYI - MSP is mentioned at about 10 min in testing. Pretty cool stuff.

<https://techcrunch.com/2019/04/19/boston-dynamics-showcases-new-uses-for-spotmini-ahead-of-commercial-production/?yptr=yahoo>

Farrell, Sean (POL)

From: Rucho, Julie (POL)
Sent: Thursday, April 18, 2019 7:37 AM
To: Miller, Dianne (POL)
Cc: Comeau, Melissa (POL)
Subject: RE: F-Troop Encumbrances

Thank you!

From: Miller, Dianne (POL)
Sent: Wednesday, April 17, 2019 3:57 PM
To: Rucho, Julie (POL)
Subject: F-Troop Encumbrances

Hi Julie,

The encumbrances for Endeavor Robotics and Federal Resources are for port security grant purchases.

These items are not received yet. The grant ends 8/31/2021 so I will carry the encumbrance forward if not received by 6/30/19.

Thanks

Dianne Miller

Massachusetts State Police

470 Worcester Road

Framingham, MA 01702

(508) 820-2143

Farrell, Sean (POL)

From: Rivera Morgan, Awilda (POL)
Sent: Thursday, March 28, 2019 10:44 AM
To: Silva, Kyra (POL)
Subject: FW: POL - February 2019 Discount Report - FY 2019
Attachments: DISC_POL_DONE.XLSX; LOST_DISC_POL_DONE.XLSX

You can speak to Cheri about the process on this.

From: Comptroller, Payments (CTR)
Sent: Thursday, March 28, 2019 10:43 AM
To: Small, Michelle (POL); Rivera Morgan, Awilda (POL)
Subject: POL - February 2019 Discount Report - FY 2019

Good Morning,

We are writing to provide the information regarding POL's February Discount Report.

In February 2019, POL earned \$31,800.35 in discounts taken, totaling to an annual savings of \$166,938.12. The earned discount for this month is \$6,956.01 higher than that of last year.

In addition, contracts with discounts totaled \$26.12 million, higher than last year for the same period by \$3.51 million.

Discount losses greater than \$20 per transaction have reached \$1,013.05 on the month. Please instruct relevant staff(s) to ensure that payments are processed on a timely basis to receive the maximum discount offered.

We have attached the following reports for you to review and utilize:

1. Contracts over 5k with/without discount agreements in selected object codes.
2. Report of discount loss.

Thank you for all the support that you give to the Commonwealth Prompt Payment Discount Program. Please feel free to contact me with any questions.

Regards,

Thomas Smith-Vaughan

Chief Financial Officer

Office of the Comptroller

Commonwealth of Massachusetts

One Ashburton Place - 9th Floor

Boston, Massachusetts 02108

Direct: 617-973-2337

Main: 617-727-5000

E-Mail: thomas.smith-vaughan@mass.gov

Visit our Website: <https://www.macomptroller.org/>

This e-mail and its contents may contain confidential or privileged material and is intended solely for the use of the individual/company to whom it was addressed. If you received this in error, please notify me and delete the e-mail and any attachments. Thank you.

Farrell, Sean (POL)

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Thank you for all the support that you give to the Commonwealth Prompt Payment Discount Program. Please feel free to contact me with any questions.

Regards,

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Chief Financial Officer

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One Ashburton Place - 9th Floor

Boston, Massachusetts 02108

Direct: 617-973-2337

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E-Mail: thomas.smith-vaughan@mass.gov

Visit our Website: <https://www.macomptroller.org/>

This e-mail and its contents may contain confidential or privileged material and is intended solely for the use of the individual/company to whom it was addressed. If you received this in error, please notify me and delete the e-mail and any attachments. Thank you.

Contract User Guide

How to Use the Explosive Ordnance Contract

Contract #: DFS-EOD-2014, Master Blanket Purchase Order: 2340
Contract Duration: 9/22/2014 to 11/30/2016
Options to renew: Two, two-year renewals available (2016-2018, 2018-2020)
Contract Manager: Nancy FitzGerald, 978-567-3147, nancy.fitzgerald@state.ma.us
Last change date: 1/15/15

Contract Summary

This contract covers the purchase of robots, x-ray equipment, parts and accessories for several brands of explosive ordnance detection and mitigation equipment. The contract will include all equipment and products related to the detection and mitigation of explosive devices along with all other related equipment, render safe tools and accessories. The contract will additionally cover any service, maintenance, repairs, upgrades and product support for all items which fall under all categories covered by this contract. The contract will also include any skills training necessary for the use of products and equipment covered under this RFR.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

This contract is open for use under separate contract execution.

Pricing and Purchase Options

Each vendor's pricing (Attachment A) is posted in CommBuys under the vendor's Master Blanket Purchase Order under the "Agency Attachments" link. CommBuys is set up with three Item lines: Item #1: Equipment, Item #2: Parts/Supplies and Item #3: Repairs/Service/Training.

1. **Products** are a unit based rate structure. Any discounts offered are listed on the Attachment A and/or a separate product list. No shipping charges are allowed unless an emergency rush order is requested by the purchaser. No restocking fees or cancellation charges are allowed. Pre-payments are not allowed. Quotes shall be provided upon request.
2. **Repairs** can be an hourly rate or a quoted flat rate fee. Hourly rates are located on Attachment A. The Agency will decide what is in their best interest for pricing options. Hourly rates begin upon arrival at DFS and end upon departure. No additional charges are allowed unless they are listed on Attachment A.
3. **Upgrades and Training** can be a unit based rate structure or a flat rate fee. The purchaser will determine that compensation structure based on the type of need. Written quotes shall be provided.

Full Performance Requirements and Specifications

The "Contract and Performance Specifications" (Section 8 of the RFR) provides detailed specifications and performance requirements that the vendor must comply with under this

contract. Please reference this document to ensure compliance when utilizing the services of the vendor. These specifications are located under the "Agency Attachments" link in CommBuys (www.commbuys.com) either under the Distributor Master Blanket Purchase Order or each individual vendor's Master Blanket Purchase Order.

Vendor List and Contract information

The vendors are listed below. Please refer to each vendor's Master Blanket Purchase Order in CommBuys (www.commbuys.com) for Vendor Information. Pricing can be found on Attachment A under the "Agency Attachment" link.

Vendor	Comments	SBPP	SDO	SDP	EPP	PPD
Cherry Engineering, Inc. VC <small>GL, c. 4, sec. 7 cl. 26(c) Privacy</small> , CommBuys #00008248 8805 Scarlet Knight Street, NE Albuquerque, NM 87122 505-292-3878 Contact: Elizabeth Cherry info@cherryengineeringinc.com	Prompt Pay Discount: None offered MBPO: 2718			Yes		No
Dexter Innovative Solutions VC <small>GL, c. 4, sec. 7 cl. 26(c) Privacy</small> , CommBuys #00000528 61 East River Street Orange, MA 01364 978-544-2751 Contact: David Scarfe dave@dexter-is.com	Prompt Pay Discount: 1%-10 days, 1%-15 days MBPO: 2801			Yes		
Federal Resources Supply Company VC <small>GL, c. 4, sec. 7 cl. 26(c) Privacy</small> , CommBuys #00005723 235G Log Canoe Circle Stevensville, MD 21666 800-892-1099 Contact: Sid Sidebotham Sid.sidebotham@federalresources.com	Prompt Pay Discount: 1%-10 days MBPO: 2470			Yes		
ICOR Technology, Inc VC <small>GL, c. 4, sec. 7 cl. 26(c) Privacy</small> , CommBuys #00008644 934 Ages Drive Ottawa, Ontario, Canada K1G 6L3 613-745-3600 Jack Vongdouangchanh jvong@icortechonology.com	Prompt Pay Discount: 1%-10 days MBPO: 2601			Yes		

<u>Vendor</u>	<u>Comments</u>	<u>SBPP</u>	<u>SDO</u>	<u>SDP</u>	<u>EPP</u>	<u>PPD</u>
iRobot Corporation <small>§ 87(2)(b), § 87(2)(g) Privacy</small> 26, CommBuys #00008233 8 Crosby Drive Bedford, MA 01730 781-430-3090 Contact: Kamila Blain kblain@irobot.com	Prompt Pay Discount: .5%-10 days .5%-15 days MBPO: 2529			Yes		
Logos Imaging, LLC <small>§ 87(2)(b), § 87(2)(g) Medical</small> , CommBuys #00008194 6835 Sherman Street Loveland, CO 80538 765-939-4044 Contact: T.R. Munn trmunn@logosimaging.com	Prompt Pay Discount: 2%-10 days MBPO: 2759			Yes		
Remotec, Inc. <small>§ 87(2)(b), § 87(2)(g) Privacy</small> , CommBuys #00008942 353 JD Yarnell Industrial Parkway Clinton, TN 37716 937-320-3167 Contact: Amy Eichner amy.eichner@ngc.com	Prompt Pay Discount: None Offered MBPO: 3288			Yes		No
RoboteX, Inc. <small>§ 87(2)(b), § 87(2)(g) Privacy</small> , CommBuys #00004723 433 Lakeside Drive Sunnyvale, CA 94085 650-939-9191 Contact: Vince Trocki vtrocki@robotex.com	Prompt Pay Discount: 1%-10 days, 1%-15 days MBPO: 2401			Yes		
SAS R&D Services, Inc. <small>§ 87(2)(b), § 87(2)(g) Privacy</small> 003, CommBuys #00005128 2371 SW 195 Avenue, Miramar, FL 33029 954-432-2345 Contact: Ted Sas tedsas@sasrad.com	Prompt Pay Discount: 2%-10 days MBPO: 2720			Yes		
Televere Systems <small>§ 87(2)(b), § 87(2)(g) Privacy</small> 9, CommBuys #00008251 101 E. Milwaukee Street, Suite 405 Janesville, WI 53545 800-385-9593 Contact: Erin Flaherty erin@tigerview.com	Prompt Pay Discount: 1%-10 days, 1%-15 days, 1%-20 days, 1%-30 days MBPO: 2341			Yes		

Strategic Sourcing Services Team Members

Joanne Nason	Dept. of Fire Services
Stephen Sicard	Dept. of Fire Services
Robert Bachelder	Dept. of Fire Services
Mary Joslin	Dept. of Fire Services
Nancy FitzGerald	Dept. of Fire Services

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information: go to the CommBuys (www.commbuys.com) website:

1. click on the "contract/bid search" link
2. search for a "Contracts/Blanket"
3. type in the document **description** box: DFS-EOD-2014 OR Explosive Ordnance and click on "find it"
4. scroll down to the bottom of the page and choose the desired Master Blanket Purchase Order (contract)

The Distributor Master Blanket Purchase Order and/or the Vendor Master Blanket Purchase Orders will contain the following contract information:

Contract User Guide
Specifications/RFR

Vendor's Attachment A/Pricing

"Agency Attachment" link

"Agency Attachment" link

Vendor Master Blanket Purchase Order, "Agency Attachment" link

Farrell, Sean (POL)

From: Rivera Morgan, Awilda (POL)
Sent: Thursday, February 28, 2019 3:56 PM
To: Rucho, Julie (POL)
Cc: Silva, Kyra (POL); Lee, Cheri (POL); Comeau, Melissa (POL)
Subject: FW: Over Due Invoice
Attachments: Overdue invoice.pdf; F Troop to from 2014 Forfeiture Funds.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Has this been approved by the current commander at MassPort? I would get it in writing that he approves and let me know how much needs to be funded. We will need all the fiscal backup paperwork, signed PO, invoice and packing slips.

From: Rucho, Julie (POL)
Sent: Thursday, February 28, 2019 3:32 PM
To: Rivera Morgan, Awilda (POL)
Cc: Comeau, Melissa (POL); Lee, Cheri (POL)
Subject: FW: Over Due Invoice

Good afternoon Awilda,

Attached is an overdue invoice. This purchase was approved by Debbie to use Troop F Forfeiture Funds in Fy15. (Attached is the To/From) This was encumber in Fy16, but the encumbrance (PCPOL197516REMOTECOE) was reduce by \$44,068.00, when the item was not delivered in Fy16. The HYBRID RADIO ASSY was delivered in Oct 2018 and attached is the invoice. Can I use Troop F Forfeiture Funds 8100 4444 to pay this invoice?

Let me know
Thanks,
Julie

From: Bille, Anthony [mailto:ABille@massport.com]
Sent: Thursday, December 13, 2018 10:52 AM
To: Rivera Morgan, Awilda (POL)
Cc: Comeau, Melissa (POL); Rucho, Julie (POL); Faiola, Michael (POL); Hopkins, Jeanine (POL); O'Leary, John F; Sampson, Kathleen (POL); Burke, Kevin (POL); Monahan, Cynthia; Charles Atchison (POL); Gravini, Matthew (POL)
Subject: FW: Over Due Invoice

Awilda,

Hope all is well. Attached is an old invoice (2015) most of the equipment was received in 2015, there was an issue with the final pieces to the order due to radio requery issues. The issues were resolved and all of the equipment has now been received. We would like to get the vendor paid and it has just been brought to our attention that according to their records they have been paid for any of the equipment. Not quite sure if this is an issue regarding the initial purchase and delivery and the final delivery. Whatever you can do is appreciated.

Thanks
Tony

Lieutenant Anthony Bille #0613

Support Operations
Massachusetts State Police - Troop "F"
Logan International Airport
East Boston, Massachusetts 02128
617-568-7304
Fax# 617-568-7523

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

From: Burke, Kevin <KBurke@massport.com>
Sent: Thursday, December 13, 2018 10:26 AM
To: Bille, Anthony <ABille@massport.com>
Subject: Over Due Invoice

Lt.
Attached is the overdue Invoice. Lt Sampson has email correspondence from the company on this matter.
Kevin

NORTHROP GRUMMAN

INVOICE

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

Invoice No.	Date
016280	10/04/18
Refer To Invoice Number When Remitting	

SOLD TO: MASSACHUSETTS STATE POLICE
 470 Worcester Rd
 Framingham MA 01702

SHIP TO: MASSACHUSETTS STATE Loagan
 2 Service Road
 East Boston MA 02128

ATTN: SHELIA REINONDI

ATTN: Lt Thomas Coffey

Sales Order	Cust No	Customer PO #	Order Date	Tax	Mark Shipment	Terms
0018659-0001	000810	PO-15-1021-DFS-	05/13/15	E	TBD	NET 30
Salesman	Ship Date	Shipped Via	F.O.B. Point	Ins	Waybill Number	
BRAD CALLAHAN	10/01/18	2ND DAY UPS	ORIGIN	N		

Item	T	QUANTITY			Part Number/Revision	Description	Unit Price \$	Disc %	Amount \$
		Order	B/O	Ship					
007	E	1.00		1.00	C2456-8440-466FT2 14	44,068.00000		44,068.00	
RT-19026 Quote #: 6582 HYBRID RADIO ASSY. Frequencies VIDEO : 2464.000 MHz AUDIO : 465.6125 MHz DATA : 460.6125 MHz									
010	E	1.00		1.00	CASE-024				
CASE, PELICAN 1660, PICK'N PLU CK FOAM SHIPPING CASE									

PAY THIS AMOUNT \$ 44,068.00



The Commonwealth of Massachusetts
Department of State Police

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL J. BENNETT
SECRETARY

COLONEL TIMOTHY P. ALBEN
SUPERINTENDENT

Headquarters, Troop F
Logan International Airport
East Boston, MA 02128

June 3, 2015

To: Major William N. Christiansen, Commanding Troop F
From: Sergeant Robert Ahern Jr., Bomb Squad Troop F
Subject: 2014 Port Security Grant / EOD equipment

Sir,

As part of the 2014 Port Security Grant our department is required to commit 25% of the funding to purchase equipment as it relates to our EOD mission.

I am requesting that funds from asset forfeiture be used in the amount of \$10,132.00 to purchase the following equipment which is necessary for EOD operations.

1. iRobot FirstLook Robotic System
2. Upgrades to our current iRobot PacBot Robotic System
 - a. User Assist Package
 - b. Dual Accessory Adapter Payload
 - c. Mesh Independent Node

The 2014 Port Security Grant will fund the remaining \$30,697.16.

Respectfully submitted,

Robert Ahern Jr. #0531
Sergeant, Massachusetts State Police
S. P. Logan, EOD Unit



The Commonwealth of Massachusetts
Department of State Police

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL J. BENNETT
SECRETARY

COLONEL TIMOTHY P. ALBEN
SUPERINTENDENT

Headquarters, Troop F
Logan International Airport
East Boston, MA 02128

June 4, 2015

To: Colonel Timothy P. Alben, Superintendent
Lt. Colonel James M. Hanafin, Deputy Superintendent
Lt. Colonel Edward Armodeo, Division of Field Services, Commander
Mr. John F. Flynn, Chief Administrative Officer

From: Major William N. Christiansen, Commanding Officer, Troop F

Subject: Forfeiture Funds

1. This officer respectfully requests approval of forfeiture funds for necessary one time copay (25%) towards a Port Security grant purchase of an iRobot for the E.O.D. unit at Troop F, Logan Airport. Attached please find itemized purchase requests.

Respectfully submitted,

William N. Christiansen

Major William N. Christiansen
Commander Troop F
Massachusetts State Police

WORKING COPY

WNC/crm



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0 [REDACTED]

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 1 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn: Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
1	FL110-4.9	iRobot 110 FirstLook Robotic System includes One (1) Year Warranty - Chassis with Flippers (1) with Built-in Cameras with IR Illumination - Ruggedized Heads-Down Controller (1) Integrated Lithium Ion Battery - Single Charger for Controller and Chassis (1) - 4.9 GHz Communication Package (1) Mesh Radio 2-way Audio Spare antenna kit - Headset with Microphone (1) - Aware 2: OCU Software License (1) - Aware 2: Robot Software License (1) - Transit Case(s) and Documentation (1)	\$17,500.00	\$17,500.00
1	4356838	PackBot 4.9 GHz Mesh Radio	\$8,300.00	\$8,300.00
1	4311711K	User-Assist Package (UAP)	\$10,526.32	\$10,526.32
1	4340553K	Dual Accessory Adapter Payload (DAPPA)	\$4,736.84	\$4,736.84
<p>NOTES: Please note, the User Assist Package (UAP) does not include associated map data, customers are responsible for the loading specific map data.</p> <p>In order to use mesh and the UAP, the 510 PackBot will require an upgrade to Aware 2 Version 5 software. This will be provided free of charge at iRobot Headquarters in Bedford, MA. This upgrade includes: *Custom preset poses *Grip strength meter *Hot keys *Improved shift key controls *Ability to use Mesh radio, UAP, and other accessories being developed on latest software version</p> <p>Products described herein may require US Government authorization for export purposes. The use, sale, re-export, delivery or retransfer, directly or indirectly, of iRobot products and technology is subject to and contingent upon compliance with U.S. Export Regulations. Please see link for additional information regarding requirements for placing an order.</p> <p>www.irobot.com/GIInternationalGroundRobotOrders</p> <p>FirstLook system contains a small lithium ion battery pack and shipping needs to meet DOT and IATA regulations.</p> <p>This quotation is subject to iRobot's standard terms and conditions of sale,</p>				



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-01. c. 4. sec. 7

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 2 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn. Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>which are incorporated herein by reference.</p> <p>Should this offer be communicated to a contractor for the U.S. Government, other Government, or third-party end customer, such as a prime contractor, the contractor agrees to incorporate this Quotation or the software licensing terms below, either directly or by reference, in any prime contract receiving Products under this Quotation.</p> <p>Any offered PackBot®, FirstLook®, and/or Warrior® Products ("Products") incorporate Commercial Computer Software ("COTS Software"), including Aware® 2 Robot Intelligence Software. Upon issuing a purchase order or contract for the offered Products, the U.S. Government's rights in the COTS Software are determined by DFARS §227.7202-1 (a) and/or (b). The Government's rights are as enumerated in FAR 52.227-19, as follows:</p> <p>Commercial Computer Software License</p> <p>(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (2) of this clause or as expressly stated otherwise in this contract.</p> <p>(2) The commercial computer software may be—</p> <p>(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;</p> <p>(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;</p> <p>(iii) Reproduced for safekeeping (archives) or backup purposes;</p> <p>(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;</p> <p>(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and</p> <p>(vi) Used or copied for use with a replacement computer.</p> <p>A customer who is not the U.S. Government ("Customer") shall receive the same rights granted to the U.S. Government enumerated in the above Commercial Computer Software License.</p> <p>By issuing a contract or purchase order for the Product(s), the Customer will be authorizing the enumerated number of copies of the COTS Software (in most cases, one copy for each chassis and one copy for each OCU).</p> <p>Base tool software ("Base Tools"), including open source and commercial software, as well as software subject to a Defense Federal Acquisition Regulations Supplement (DFAR) §252.227-7017 data rights assertion</p>		



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-(51L-c.4, sec.7)

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 3 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn. Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		table ("DRT") (DRT applicable only to U.S. Government) are also being provided. The Customer's rights in such Base Tools and software listed on the DRT are located at www.irobot.com/AWARE-Licenses , and/or form attachment(s) to this Quotation (entitled APPENDIX A AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES), and are expressly incorporated herein by reference.		

Authorized Signature

Sub Total: \$41,063.16
Freight Total: \$66.00
Sales Tax: \$0.00
Grand Total: \$41,129.16
Currency: USD

Important Notes:

1. Payment terms (unless otherwise noted): Commercial Entities: Irrevocable Letter of Credit; Government Entities: Net 30 Days.
2. International customers are responsible for all customs, duties, taxes and transportation from airport.
3. Software licenses granted to government entities are to be accepted by authorized contracting authority.
4. Orders are not considered booked until a formal purchase order has been received and accepted.
5. Ship dates will be given once order is booked. If Export License is required, ship dates can be given once approved license is received from the U.S. Government.
6. Domestic orders ship FOB Origin.
7. International Term of Sale is CIP (Carriage, Insurance, Paid To), Delivery will be at the destination airport.
8. End User Statement required for all international orders.
9. Asterisk (*) indicates GSA Pricing, all other pricing is Open Market.



APPENDIX A

AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES

BASE TOOLS LICENSES

Boost http://www.boost.org/LICENSE_1_0.txt

Python <http://www.python.org/psf/license/>

atomic_ops http://www.hpl.hp.com/research/linux/atomic_ops/LICENSING.txt

mDNSResponder (Bonjour) (Apache License) <http://www.apache.org/licenses/LICENSE-2.0.html>

Json-c <http://oss.metaparadigm.com/json-c/COPYING>

Json-py <http://swik.net/json-py>

Libcurl <http://curl.haxx.se/docs/copyright.html>

Sshpd <http://docs.huohoo.com/sshpd/index.html#license>

Sqlite <http://www.sqlite.org/copyright.html>

Eigen http://eigen.tuxfamily.org/index.php?title=Main_Page#License

Pyserial <http://pyserial.sourceforge.net/appendix.html#license>

Cppunit <http://cppunit.sourceforge.net/doc/latest/index.html>

Qt <http://doc.qt.nokia.com/4.7/gpl.html>

Babeld <https://github.com/jech/babeld/blob/master/LICENSE>

LUFA (2012) http://www.fourwalledcubicle.com/files/LUFA/Doc/120730/html/page_license_info.html (solely for FirstLook Robots equipped with the IDAC (Integrated Deployment and Camera Accessory)).



TERMS AND CONDITIONS OF SALE (DOMESTIC)

1. **DEFINITIONS.** As used in this Agreement, the below terms shall have the following meanings: (a) "iRobot" or "Seller" means the legal entity supplying the goods/services; (b) "Customer" or "Purchaser" means the legal entity that has entered into this Agreement with iRobot; (c) "Quote", "Contract", "Agreement", "Purchase Order," "PO," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument.
2. **APPLICABLE LAW.** The laws of the Commonwealth of Massachusetts shall apply to this "Quote". Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts with the exclusion of the UN convention on the international sale of goods.
3. **COMPLIANCE WITH LAWS.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this "Order".
4. **INTERPRETATION OF AGREEMENT.** The Terms and Conditions and any other documents hereby incorporated by reference or attached constitute the parties' complete agreement. No prior representations or agreements, either written or oral, shall be considered to change, add to, or contradict it. Any ambiguity, conflict, or inconsistency in the Agreement shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time of contracting.
5. **ACCEPTANCE OF AGREEMENT.** This "Agreement," integrates and supersedes all previous written or verbal representations and agreements between the parties with respect to the subject matter hereof and becomes a binding agreement, subject to the specific terms and conditions stated herein, upon Seller's acceptance by acknowledgement or commencement of work. Additional or differing terms or conditions proposed by the Seller are expressly rejected by iRobot and have no effect unless expressly accepted in writing by iRobot.
6. **APPLICATION OF TERMS.** These conditions apply to all iRobot's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an iRobot Contracts Manager.
7. **ELECTRONIC CONTRACTING.** iRobot and Purchaser agree that if this "Quote" and/or any agreements relating hereto, or correspondence is transmitted electronically, neither iRobot nor Purchaser shall contest the validity thereof.
8. **EXPORT CONTROL.** iRobot products and technical data described herein may be subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). This hardware and related technical data may not be exported, released, or disclosed to non U.S. persons (as defined in the ITAR) inside or outside the United States without first obtaining the proper authority authorization. Violators of the ITAR or EAR are subject to civil and criminal fines and penalties under Title 22, U.S.C. Section 2778, and Title 50, U.S.C. Section 2410.
Please see the Notes in the description field of your quote for additional information regarding export regulations.
9. **GRATUITIES/KICKBACKS PROHIBITION.** No gratuities or kickbacks shall be offered to or given by one party to the other.
10. **INDEPENDENT CONTRACTOR STATUS.** It is the express intention of the parties that Purchaser is an INDEPENDENT CONTRACTOR and not an employee, agent, joint venturer or partner of iRobot. Nothing in this "Quote," shall be interpreted or constructed as creating or establishing the relationship of employer and employee between iRobot and Purchaser, or any employee or agent of Purchaser. It is further understood and agreed that iRobot shall have no obligation to provide any employee benefits to Seller.

iRobot Corporation

8 Crosby Drive, Bedford, MA 01730-1402 • 781.430.3000 • Fax 781.430.3001 • www.irobot.com

January 2014

1

Version - I



11. **TAXES.** If you are a sales tax exempt entity, please include a copy of your State Sales Tax exempt certificate with your purchase order or contract. If we do not have a copy of your certificate on file, and your business is in a state we are obligated to collect sales tax from, you will be invoiced sales tax.
12. **PAYMENT TERMS.** Seller may invoice the Purchaser upon shipment of goods at FOB origin. Unless otherwise specified in this "Quote," terms of payment are "Net 30 days".

Payment for work performed under this Agreement shall be addressed to the following location:

iRobot Corporation
8 Crosby Drive.
Bedford, MA 01730
ATTN: Accounts Receivable, MS10-2

13. **FORCE MAJEURE.** Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; promulgation of any laws, regulations, orders or decrees of any competent governmental authority; or other causes beyond the control of such party.
14. **PERMITS, FEES, AND LICENSES.** Except as otherwise provided in this "Quote" Purchaser shall obtain and pay for all permits, fees, and licenses required for the work, if any, at no additional charge to iRobot.
15. **TRANSPORTATION COSTS.** Transportation shall be FOB Origin.
16. **PARTIAL DELIVERIES.** Buyer agrees that iRobot may, without penalty, deliver some or all of the goods in advance of the delivery date set out in the subsequent Purchase Order.
17. **PUBLIC RELEASE OF INFORMATION.** No public release of information, news release, announcement, advertisement, denial or confirmation of this "Quote" or the subject matter hereof, shall be made. Neither Party will make any press or media announcements concerning this "Quote," or use the name, logo, insignia or trademarks of the other Party, or any version, abbreviation or representation of them or the names of any of Seller's trustees, officers, faculty, students, employees, or agents, in any advertising or other form of publicity, fund-raising, promotional materials or web sites, without the written permission of the other Party. Further, iRobot shall not use the name of Seller or any variation, adaptation or abbreviation thereof, or that of any of its trustees, officers, or agents, or any trademark owned by Supplier without Seller's written permission.
18. **WAIVER OF RIGHTS.** Failure of either party to insist on performance of any provision of this "Quote" shall not be construed as a waiver of that provision or a waiver of iRobot's or Purchaser's right to require compliance with such provision in any later instance. If any provision of this "Quote," is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provision of this "Quote" shall not be affected thereby, and shall remain in full force and effect.
19. **TITLE AND RISK OF LOSS.** Title and Risk of loss or damage to the goods shall pass to Purchaser at FOB Origin.
20. **IROBOT'S PROPERTY AND INFORMATION.** iRobot's property, such as drawings, specifications, data and the like, furnished to Purchaser for performance of the work shall remain the property of iRobot, shall be considered the proprietary, private and confidential information of iRobot, and shall not be given to any third parties or used by Purchaser for any purpose other than to support Purchaser's use of the products or services being purchased from iRobot hereunder.

iRobot Corporation

8 Crosby Drive, Bedford, MA 01730-1402 • 781.430.3000 • Fax 781.430.3001 • www.irobot.com



- 21. **QUALITY.** iRobot warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall be free from manufacturing defects in workmanship and materials.
- 22. **WARRANTY.** Purchaser's exclusive warranty shall be as provided for in iRobot's Limited Warranty to Original Purchaser to be provided with your product purchase. iRobot and Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (or its successor) shall not apply to this Warranty.
- 23. **DELIVERY.** Any dates specified by iRobot for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within the lead time provided on the attached quotation.

To confirm your order for the goods/services, please acknowledge your acceptance of the quotation and approval of these terms and conditions by signing below and returning a copy of the original quotation and these terms and conditions to iRobot at Contracts@irobot.com.

Company Name

Signature

Printed or Typed Name

Title

Date

iRobot Corporation

Signature

Printed or Typed Name

Title

Date



The Commonwealth of Massachusetts
Department of State Police

DEVAL L. PATRICK
GOVERNOR

ANDREA J. CABRAL
SECRETARY

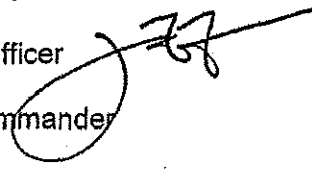
COLONEL TIMOTHY P. ALBEN
SUPERINTENDENT

Division of Administrative Services

470 Worcester Road.

Framingham, MA 01702

Telephone: (508) 820-2342

From: John F. Flynn, Chief Administrative Officer 

To: Maribel Fournier, Deputy Division Commander
Deborah Broderick, Director of Fiscal
Sergeant Mark Caron, Fleet Section
Director Margaret Sullivan, OTIS

Cc: Lt. Colonel James Hanafin, Deputy Superintendent
Lt. Colonel Edward Amodeo, DFS
Major David Otte, Deputy Division Commander
Major William Christiansen, Troop F
Major Richard McKeon, DIS

Date: June 12, 2014

Re: Troop F Forfeiture Funds

Be advised that the Deputy has approved Major Christiansen's request to expend ~\$543,606.42 of Troop F Asset Forfeiture Funds on the following:

IT Operations	\$ 41,995.00
EOD (1)	\$295,615.42
EOD (2)	\$ 5,996.00
Vehicles	\$200,000.00

(See the attached documents for a detailed explanation of each of these procurements.)

All purchases will be completed by GHQ Finance staff. Commodity purchases shall be conducted in strict accordance with the Commonwealth's procurement statutes and regulations. Product specifications shall be mutually approved by the Troop F representative and the Department's subject expert as identified below.

1. Director Peg Sullivan (OTIS), in consultation with Sergeant David Noonan (Troop F) shall coordinate and approve the IT purchase.

2. Sergeant Robert Bachelder (State Police Fire Marshall's Office) in consultation with Sergeant Robert Ahern (Troop F) shall coordinate and approve the purchase of the EOD equipment.
3. Sergeant Mark Caron (MSP Fleet Section) in consultation with Trooper Michael Harney (Troop F) shall coordinate and approve the vehicle purchase.

Sergeant Caron, Ms. Sullivan and Sergeant Bachelder shall coordinate all procurements with Director Broderick to ensure compliance with law and regulation.



The Commonwealth of Massachusetts
Department of State Police

DEVAL L. PATRICK
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SECRETARY

COLONEL TIMOTHY P. ALBEN
SUPERINTENDENT

Division of Administrative Services

470 Worcester Road

Brammingham, MA 01702

Telephone: (508) 820-2342

From: John F. Flynn, Chief Administrative Officer
To: Maribel Fournier, Deputy Division Commander
Deborah Broderick, Director of Fiscal
Sergeant Mark Caron, Fleet Section
Director Margaret Sullivan, OTIS

Cc: Lt. Colonel James Hanafin, Deputy Superintendent
Lt. Colonel Edward Amodeo, DFS
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Sergeant Caron, Ms. Sullivan and Sergeant Bachelder shall coordinate all procurements with Director Broderick to ensure compliance with law and regulation.

Department of State Police

P.O. Date: 02/12/2019 09:14 AM
 Printed: 02/12/2019 09:14 AM
 Required by: 02/28/2019 00:00 AM



Release Purchase Order

Purchase Order Number PO-16-1021-DFS-DFS01-00000007724:4
Alternate ID PDPOL197519ROBOT0001
Solicitation (Bid) No.:

V E N D O R	Vendor Number: <small>9L c.4, sec. 7 et. 2</small> Endeavor Robotics, Inc.
	8 Crosby Drive Bedford, MA 01730

Short Description: 19ROBOT0001

Special Instructions
Sgt. Ahern

S H I P T O	Lt. Thomas Coffey, Dept of State Police - Logan 2 Service Road East Boston, MA 02128 US Email: thomas.coffey@massmail.state.ma.us Phone: (617) 568-7532
	Dianne Miller, Department of State Police 470 Worcester Road Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMail.State.MA.US Phone: (508) 820-2143

Item # 1						
Class-Item 46-16-00						
Item 4187500-1650050 510 PackBot Robotic System per attached quote						
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost	
1.00	\$ 138,524.00	EA	0.00 %	\$ 0.00	\$ 138,524.00	
Item # 2						
Class-Item 46-16-00						
Item 4151798 BB-2590 Lithium Battery Pack per attached quote						
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost	
6.00	\$ 505.54	EA	0.00 %	\$ 0.00	\$ 3,033.24	

Item # 3
Class-Item 46-16-00

Item 446638K-240 Packbot Radio per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 15,558.15	EA	0.00 %	\$ 0.00	\$ 15,558.15

Item # 4
Class-Item 46-16-00

Item 4466337K-240 Multi-Robot Control per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 16,719.10	EA	0.00 %	\$ 0.00	\$ 16,719.10

Item # 5
Class-Item 46-16-00

Item 4523214-240 110 FirstLook Robotic System per attached quote.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 38,376.92	EA	0.00 %	\$ 0.00	\$ 38,376.92

TOTAL: \$ 212,211.41

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

Email: dianne.miller@massmail.state.ma.us

BUYER

Farrell, Sean (POL)

From: Prior, Kevin (CDA)
Sent: Thursday, February 21, 2019 1:40 PM
To: Devlin, James P (POL)
Subject: Updating MRPs 1 of 3
Attachments: Eurocopter AS 355N Twin Star Helicopter Long Term Single Aircraft Response.xlsx; Eurocopter AS 355N Twin Star Helicopter Short Term Response.xlsx; Eurocopter EC-135T2+ Twin Engine Multipurpose Helicopter Long Term Single Aircraft Response.xlsx; Eurocopter EC-135T2+ Twin Engine Multipurpose Helicopter Short Term Response.xlsx; iRobot 510.xlsx; Light Tower.xlsx; Massachusetts State Police Eurocopter EC-135T2 Twin Engine Multipurpose Helicopter, Long Term Single Aircraft Response.xlsx

Jim,

Following up on a previous request, attached please find the first of 3 transmittals of Mission Ready Packages that were submitted several years ago by the MSP.

I've taken the previous submittals and inserted them into the required templates.

I'm asking that you review and update these templates at your earliest convenience. After you have done the review and update, please return the templates to me.

Respectfully,
Kevin Prior
MEMA Operations

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, February 12, 2019 9:20 AM
To: Ahern, Robert (POL)
Subject: Purchase Order Notification - 19ROBOT0001
Attachments: Endeavor Robotics PO 2.12.19.pdf

Below is notification of your robot order, grant funded. The purchase order is attached for reference.

I apologize for the confusion regarding the shipping, I saw the email comments from Kamila. I should read the email chains more carefully before asking questions 😊

Di

From: notifications@commbuys.com [mailto:notifications@commbuys.com]
Sent: Tuesday, February 12, 2019 9:15 AM
To: NoReply (CME)
Subject: Bulk Message Mailing Result (Notification # 740609) - Purchase Order Notification - 19ROBOT0001

Notification # 740609: successfully queued email for delivery for all the email recipients. Details are as follows:

Successfully queued email for delivery for the following vendor recipients:

Vendor ID	Vendor Name	Tax ID	Email Address	Recipient User
<small>U.S. C. 4, sec. 7 (c), 26(c) Privacy</small>	Endeavor Robotics, Inc.	*****2208	ltimmins@endeavorrobotics.com	Laura Timmins



Department of State Police

Release Purchase Order

Purchase Order Number PO-16-1021-DFS-DFS01-00000007724:4
Alternate ID PDPOL197519ROBOT0001
Solicitation (Bid) No.:

V E N D O R	Vendor Number: [REDACTED] Endeavor Robotics, Inc.
	8 Crosby Drive Bedford, MA 01730

Short Description: 19ROBOT0001

Special Instructions
Sgt. Ahern

S H I P T O	Lt. Thomas Coffey, Dept of State Police - Logan 2 Service Road East Boston, MA 02128 US Email: thomas.coffey@massmail.state.ma.us Phone: (617) 568-7532
	Dianne Miller, Department of State Police 470 Worcester Road Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMail.State.MA.US Phone: (508) 820-2143

Item # 1 Class-Item 46-16-00 Item 4187500-1650050 510 PackBot Robotic System per attached quote					
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 138,524.00	EA	0.00 %	\$ 0.00	\$ 138,524.00
Item # 2 Class-Item 46-16-00 Item 4151798 BB-2590 Lithium Battery Pack per attached quote					
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
6.00	\$ 505.54	EA	0.00 %	\$ 0.00	\$ 3,033.24

Item # 3
Class-Item 46-16-00

Item 446638K-240 Packbot Radio per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 15,558.15	EA	0.00 %	\$ 0.00	\$ 15,558.15

Item # 4
Class-Item 46-16-00

Item 4466337K-240 Multi-Robot Control per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 16,719.10	EA	0.00 %	\$ 0.00	\$ 16,719.10

Item # 5
Class-Item 46-16-00

Item 4523214-240 110 FirstLook Robotic System per attached quote.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 38,376.92	EA	0.00 %	\$ 0.00	\$ 38,376.92

TOTAL: \$ 212,211.41

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

Email: dianne.miller@massmail.state.ma.us

BUYER

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, February 05, 2019 9:38 AM
To: Ahern, Robert (POL)
Subject: RE: Endeavor Robotics Quote

Thank you!

And I will follow up with Federal Resources today re: the contract for Med-Eng equip.

From: Ahern, Robert [mailto:RAhern@massport.com]
Sent: Tuesday, February 05, 2019 9:30 AM
To: Miller, Dianne (POL)
Subject: FW: Endeavor Robotics Quote

Good morning Dianne,

Here is the updated quote from Endeavor Robot.

Respectfully,
Sergeant Robert Ahern Jr.
Bomb Squad Commander
Massachusetts State Police, Logan Airport
617-568-7565 Office
857-488-9010 Cell

From: Kamila Blain [mailto:kblain@endeavorrobotics.com]
Sent: Monday, February 04, 2019 12:35 PM
To: Ahern, Robert
Subject: Endeavor Robotics Quote

Hi Bob,

Sorry for the delay, we are going through a price change and I wanted to make sure the price didn't creep up too high for you. I did what I could. The price went up by \$6K but I did not charge you for shipping.

Please let me know if you need any changes to this.

Thank you,

Kamila Blain
Sales Account Manager/
Tradeshaw Manager

Endeavor Robotics
19 Alpha Road Suite 101
Chelmsford, MA 01824-4237
t: 978.769.9372
c: G.L. c. 4, sec. 7E, 26(c) Privacy
f: 781.658.2460

kblain@EndeavorRobotics.com

Farrell, Sean (POL)

From: Ahern, Robert <RAhern@massport.com>
Sent: Tuesday, February 05, 2019 9:30 AM
To: Miller, Dianne (POL)
Subject: FW: Endeavor Robotics Quote
Attachments: SQ01183 Rev 2 - MA Troop F.pdf

Good morning Dianne,

Here is the updated quote from Endeavor Robot.

Respectfully,
Sergeant Robert Ahern Jr.
Bomb Squad Commander
Massachusetts State Police, Logan Airport
617-568-7565 Office
G.L. c. 4, sec. 7 cl. 26(c) Privacy Cell

From: Kamila Blain [mailto:kblain@endeavorrobotics.com]
Sent: Monday, February 04, 2019 12:35 PM
To: Ahern, Robert
Subject: Endeavor Robotics Quote

Hi Bob,

Sorry for the delay, we are going through a price change and I wanted to make sure the price didn't creep up too high for you. I did what I could. The price went up by \$6K but I did not charge you for shipping.

Please let me know if you need any changes to this.

Thank you,

Kamila Blain
Sales Account Manager/
Tradeshaw Manager

Endeavor Robotics
19 Alpha Road Suite 101
Chelmsford, MA 01824-4237
t: 978.769.9372
c: G.L. c. 4, sec. 7 cl. 26(c) Privacy
f: .781.658.2460
kblain@EndeavorRobotics.com



19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237

Phone: 978-769-9333
Fax: 781-268-5045
Email: sales@EndeavorRobotics.com

Quotation

Federal ID No. 81-1232208

Quote No.: SQ01183
Quote Date: 01/30/19
Page: 1

Sell To:
Massachusetts Port Authority
Logan International Airport
Central Stock Room
EAST BOSTON, MA 2128
United States

Bill To:
Massachusetts Port Authority
Logan International Airport
Central Stock Room
EAST BOSTON, MA 2128
United States

Ship To:
Massachusetts Port Authority
Logan International Airport
Central Stock Room
EAST BOSTON, MA 2128
United States

Attn: Bob Ahern
Ph:
E: rahern@massport.com

Attn: Bob Ahern
Ph:
E: rahern@massport.com

Attn: Toni-Marie Vaughn
Ph:
E:

Pricing Valid Thru
04/30/19

Payment Terms
Net 30 Days

Salesperson
Kamila Blain

Lead Time
32 weeks ARO

Quantity Ordered	Item	Description	Selling Price	Extended Price
1	4187500-1650050	SQ01183 Rev 2 510 PackBot® Robotic System includes Limited One (1) Year Warranty - 510 PackBot Multi-Mission Chassis (1) - Payload Connector Cover (6) - Flipper Assembly (2) - Manipulator 2.0 Arm with QuickClamp Adapter (1) - Battery Cradle with Cover (2) - Fireset (Robot & OCU) with Code Key (1) - 2.4 GHz uPoint® PackBot® Robot (1) - 2.4 GHz uPoint® Operator Control (1) - BB-2590/2557 Dual High Rate Charger (1) - BB-2590 Dual Battery Charger Adapter (1) - Aware™ 2 Version 6: Robot Software License (1) - uPoint® OCU Software License (1) - User Documentation (1) - Robot Shipping Case (1) - Accessories Shipping Case (1)	138,524.00	138,524.00
6	4151798	BB-2590 Lithium Battery Pack (requires hazardous shipping)	505.54	3,033.24
1	4466338K-240	PACKBOT RADIO, uPOINT® - 2.4GHz - Cables and antennas - Mounting hardware - MPU5 S-Band Radio	16,887.92	16,887.92
1	4466337K-240	MULTI-ROBOT CONTROL, uPOINT® - 2.4GHz - Ruggon Tablet - MPU5 S-Band radio - Backpack - Headset	17,944.38	17,944.38
1	4523214-240	110 FirstLook® Robotic System includes Limited One (1) Year Warranty - Chassis with Flippers (1) Built-in Cameras with IR Illumination Integrated Lithium Ion Battery - Single Charger for Chassis (1) AC Power Plug and DC Power Cable for BB2590/U Battery - 1-way Audio Headset and Microphone (1) - 2.4 GHz uPoint® FirstLook® Robot (1) - 2.4 GHz uPoint® Operator Control (1) - uPoint® OCU Software License (1)	42,107.87	42,107.87



19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237

Phone: 978-769-9333
Fax: 781-268-5045
Email: sales@EndeavorRobotics.com

Quotation
Federal ID No. 81-1232208

Quote No.: SQ01183
Quote Date: 01/30/19
Page: 2

- Aware 2: Robot Software License (1)
- Rugged Transit Case and Documentation (1)

General Notes:

° **Note from Endeavor Robotics**

Endeavor Robotics (formally iRobot Defense & Security) is pleased to provide this quote. Note that on April 4, 2016, iRobot Corporation completed the sale of its Defense and Security business unit to iRobot Defense Holdings, Inc. (D/B/A Endeavor Robotics). Under the terms of the sale, iRobot has agreed to allow continued use of some branding material (catalogues, spec sheets, etc.) and to provide certain administrative services to Endeavor Robotics on a temporary basis. As a result, and until otherwise notified, Endeavor Robotics may continue to cite iRobot documents in our quotations and sales orders until all branding changes can be completed. These items shall be considered valid under Endeavor Robotics.

Products described herein may require US Government authorization for export purposes. The use, sale, re-export, delivery or retransfer, directly or indirectly, of Endeavor Robotics products and technology is subject to and contingent upon compliance with U.S. Export Regulations. Please see link for additional information regarding requirements for placing an order.

http://endeavorrobotics.com/media/docs/Endeavor_Robotics_InternationalGroundRobotOrders.pdf

° **Shipping**

Shipping charges on this quote are to ship to the address reflected on the quote. If shipping to another address please let us know so the correct shipping charges can be calculated.

° **Hazardous Materials**

The exportation of hazardous material (BB-2590 & BB-2557 Lithium Battery Packs and HazMat Kit) requires Endeavor Robotics to abide by U.S. and IATA regulations. This will result in this portion of the order to be on a separate airway bill shipment.

° **Quotes with the 110 FirstLook system**

FirstLook system contains a small lithium ion battery pack and shipping needs to meet DOT and IATA regulations.

° **Aware 2 License**

Should this offer be communicated to a contractor for the U.S. Government, other Government, or third-party end customer such as a prime contractor, the contractor agrees to incorporate this Quotation or the software licensing terms below, either directly or by reference, in any prime contract receiving Products under this Quotation.

Any offered uPoint™ Multi-Robot Control System (includes COTS tablet with uPoint application and R2N Ground Controller Radio), PackBot®, FirstLook®, and/or Kobra™ Products, and any upgrades thereto, ("Products") incorporates Commercial Computer Software ("COTS Software"), including Aware® 2 Robot Intelligence Software and/or uPoint™ Multi-Robot Control Computer Software. Upon issuing a purchase order or contract for the offered Products, the U.S. Government's rights in the COTS Software are determined by DFARS §227.7202-1 (a) and/or (b). The Government's rights are as enumerated in FAR 52.227-19, as follows:

Commercial Computer Software License

(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (2) of this clause or as expressly stated otherwise in this contract.



Quotation

Federal ID No. 81-1232208

19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237

Phone: 978-769-9333
Fax: 781-268-5045
Email: sales@EndeavorRobotics.com

Quote No.: SQ01183
Quote Date: 01/30/19
Page: 3

- (2) The commercial computer software may be—
 - (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - (iii) Reproduced for safekeeping (archives) or backup purposes;
 - (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
 - (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
 - (vi) Used or copied for use with a replacement computer.

A customer who is not the U.S. Government ("Customer") shall receive the same rights granted to the U.S. Government enumerated in the above Commercial Computer Software License.

By issuing a contract or purchase order for the Product(s), the Customer will be authorizing the enumerated number of copies of the COTS Software (in most cases, one copy for each chassis and one copy for each OCU).

Base tool software ("Base Tools"), including open source and commercial software, as well as software subject to a Defense Federal Acquisition Regulations Supplement (DFAR) §252.227-7017 data rights assertion table ("DRT") (DRT applicable only to U.S. Government) are also being provided. The Customer's rights in such Base Tools and software listed on the DRT are located at www.EndeavorRobotics.com/AWARE-Licenses, and/or form attachment(s) to this Quotation (entitled APPENDIX A AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES or APPENDIX A uPOINT™ MULTI-ROBOT CONTROL SYSTEM COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT – BASE TOOLS LICENSES, as applicable), and are expressly incorporated herein by reference.

Subtotal:	218,497.41
Sales Tax:	
Grand Total:	218,497.41
Currency:	USD

Important Note:

1. Payment terms (unless otherwise noted): Commercial entities: Irrevocable Letter of Credit, Government Entities: Net 30 Days.
2. International customers are responsible for all customs, duties, taxes and transportation from airport.
3. Software licenses granted to government entities are to be accepted by authorized contracting authority.
4. Orders are not considered booked until a formal purchase order has been received and accepted.
5. Ship dates will be given once order is booked. If Export License is required, ship dates can be given once approved license is received from U.S. Government.
6. Domestic orders ship FOB Origin.
7. International Term of Sale is CIP (Carriage, Insurance, Paid To). Delivery will be at the destination airport.
8. End User Statement required for all international orders.
9. Asterisk (*) indicates GSA Pricing, all other pricing is Open Market.

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Wednesday, January 30, 2019 10:04 AM
To: Ahern, Robert (POL)
Subject: RE: Endeavor Robotics is all set

Perfect, thanks

-----Original Message-----

From: Ahern, Robert [mailto:RAhern@massport.com]
Sent: Wednesday, January 30, 2019 9:47 AM
To: Miller, Dianne (POL)
Subject: RE: Endeavor Robotics is all set

Good morning Dianne,

I spoke with Kamilla Blain form Endeavor Robotics this morning. She will be emailing me an updated quote. I will forward as soon as I receive it.

Thanks,
Bob

Respectfully,
Sergeant Robert Ahern Jr.
Bomb Squad Commander
Massachusetts State Police, Logan Airport
617-568-7565 Office
857-488-9010 Cell

-----Original Message-----

From: Miller, Dianne (POL) [mailto:dianne.miller@state.ma.us]
Sent: Tuesday, January 29, 2019 3:31 PM
To: Ahern, Robert
Subject: RE: Endeavor Robotics is all set

Great, thanks.

-----Original Message-----

From: Ahern, Robert [mailto:RAhern@massport.com]
Sent: Tuesday, January 29, 2019 3:29 PM
To: Miller, Dianne (POL)
Subject: Re: Endeavor Robotics is all set

Hi Dianne,

Taking care of all of this first thing tomorrow.

Thanks,
BA

Respectfully,
Sergeant Robert Ahern Jr.
Bomb Squad Commander
Massachusetts State Police, Logan Airport
617-567-7565 Office
857-488-9010 Cell

On Jan 29, 2019, at 3:20 PM, Miller, Dianne (POL)
<dianne.miller@state.ma.us<mailto:dianne.miller@state.ma.us>> wrote:

Good afternoon Sgt. Ahern,
Endeavor Robotics is all set, I just need a current quote and I can place
the order.

Their quote number was SQ01183 dated 6/13/18 \$212,511.41.

When you get the current quote, please sign and scan to me...thank you!

Di

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 29, 2019 3:31 PM
To: Ahern, Robert (POL)
Subject: RE: Endeavor Robotics is all set

Great, thanks.

-----Original Message-----

From: Ahern, Robert [mailto:RAhern@massport.com]
Sent: Tuesday, January 29, 2019 3:29 PM
To: Miller, Dianne (POL)
Subject: Re: Endeavor Robotics is all set

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Thanks,
BA

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Massachusetts State Police, Logan Airport
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470 Worcester Road
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Farrell, Sean (POL)

From: Ahern, Robert <RAhern@massport.com>
Sent: Tuesday, January 29, 2019 3:29 PM
To: Miller, Dianne (POL)
Subject: Re: Endeavor Robotics is all set

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Massachusetts State Police, Logan Airport
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<dianne.miller@state.ma.us<mailto:dianne.miller@state.ma.us>> wrote:

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When you get the current quote, please sign and scan to me...thank you!

Di

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 29, 2019 3:21 PM
To: Ahern, Robert (POL)
Subject: Endeavor Robotics is all set

Good afternoon Sgt. Ahern,
Endeavor Robotics is all set, I just need a current quote and I can place the order.
Their quote number was SQ01183 dated 6/13/18 \$212,511.41.
When you get the current quote, please sign and scan to me....thank you!

Di

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Wednesday, January 23, 2019 3:03 PM
To: Lee, Cheri (POL)
Cc: Taylor, Rita (POL)
Subject: FW: Federal Resources - on DFS EOD contract
Attachments: Vendor List 2019.xlsx; Contract User Guide - EOD.docx; EOD Equipment RFR.doc; Federal Resources Renewal Contract.doc

Hi Cheri,

F-Troop wants to purchase bomb suits from Federal Resources which is also on the DFS contract. Same situation as Endeavor/iRobot.

So I should prepare a Standard Contract form for Federal Resources and we don't need to bid it? \$63,728 from grant + state match

Thanks

Di

From: FitzGerald, Nancy (DFS)
Sent: Wednesday, January 23, 2019 2:08 PM
To: Miller, Dianne (POL)
Subject: Federal Resources - on DFS EOD contract

Hi Dianne,

Bomb Suits are included in the EOD contract (see 8.2 below) and Federal Resources is an awarded vendor. **MSP is listed as a User of all the awarded vendors on the EOD list.** I have attached the vendor list for your convenience along with the Contract User Guide. The vendor list is current (2019) – the User Guide (2015) has some old vendors that did not renew still listed. I also attached my “word” version of their contract for you.

Section 8.2: Performance Specifications for Purchases

This RFR will cover the purchase of **all brands** of explosive ordnance detection and mitigation equipment and all products related to the detection and mitigation of explosive devices including, but not limited to:

- Robots
- X-ray Equipment
- Render Safe Tools (i.e. remote firing devices, etc.)
- Bomb Suits (Must meet FBI and HDS criteria)
- Fiber Scopes
- Personal Protection Equipment (PPEs) (i.e. Helmets, Vests, etc.)
- Mineral Water Bottles (MWBs)
- Hydra Jet
- PANS
- Hand Tools
- Night Vision Goggles
- Explosive Identification Equipment
- Miscellaneous parts and accessories
- Other related equipment

It is not the intent of this RFR to restrict purchases to items specified on this list and DFS can purchase any items a vendor is able to supply.

Hope this helps,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Wednesday, January 23, 2019 9:01 AM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Subject: Federal Resources

Hi Nancy,

Does DFS have a board award for bomb suits w/ Federal Resources? If yes, can POL be added to it and we'll execute a Standard Contract form?

I didn't see any links to contracts in MMARS.

Thank you as always,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: Endeavor Robotics, Inc. (and d/b/a): _____	COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL
Legal Address: 19 Alpha Road, Suite 101, Chelmsford, MA 01824	Business Mailing Address: 470 Worcester Road, Framingham MA 01702
Contract Manager: Laura Timmins	Billing Address: same
E-Mail: ltimmins@endeavorrobotics.com	Contract Manager: Awilda Rivera Morgan
Phone: 978-769-9404 Fax: 781-961-0625	E-Mail: Awilda.RiveraMorgan@bol.state.ma.us
Contractor Vendor Code: VC0000831254	Phone: 508-820-2346 Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): PDPOL197519ENDEAVOR1 RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO: 7724
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ _____.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>.5</u> % PPD; Payment issued within 15 days <u>.5</u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014. This contract is for the purchase of explosive ordnance detection and mitigation equipment and products related to the detection and mitigation of explosive devices along with all other related equipment, render safe tools and accessories. The contract also covers any service, maintenance, repairs, upgrades and product support, including training.</u>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>November 30, 2020</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: Date: <u>1-27-2019</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>LAURA TIMMINS</u> Print Title: <u>CONTRACTS MANAGER</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michelle Small</u> Print Title: <u>Chief Administrative Officer</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for CONTRACT payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUJST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 39A; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A; Massachusetts Constitution Article CXIV; and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D); G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A; and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities; and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott.

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees.

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Farrell, Sean (POL)

From: Laura Timmins <ltimmins@endeavorrobotics.com>
Sent: Wednesday, January 23, 2019 2:41 PM
To: Miller, Dianne (POL)
Cc: Ahern, Robert (POL)
Subject: RE: Mass State Police Contract Form
Attachments: Signed POL COMM of MA contract 22Jan2019.pdf

Hi Dianne,

Attached please find a copy of the signed contract.

Original is in the mail.

Regards,

Laura

From: Miller, Dianne (POL) <dianne.miller@state.ma.us>
Sent: Wednesday, January 23, 2019 12:11 PM
To: Laura Timmins <ltimmins@endeavorrobotics.com>
Cc: Ahern, Robert (POL) <RAhern@massport.com>
Subject: Mass State Police Contract Form

Good morning Laura,

RE: Mass State Police Standard Contract Form

The Mass State Police is looking to purchase robot upgrades using the existing Dept of Fire Services EOD contract. Please sign the attached contract form to add the state police to the existing contract and mail the original to me at the address below.

Thank you,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Wednesday, January 23, 2019 2:08 PM
To: Miller, Dianne (POL)
Subject: Federal Resources - on DFS EOD contract
Attachments: Vendor List 2019.xlsx; Contract User Guide - EOD.docx; EOD Equipment RFR.doc; Federal Resources Renewal Contract.doc

Hi Dianne,

Bomb Suits are included in the EOD contract (see 8.2 below) and Federal Resources is an awarded vendor. MSP is listed as a User of all the awarded vendors on the EOD list. I have attached the vendor list for your convenience along with the Contract User Guide. The vendor list is current (2019) – the User Guide (2015) has some old vendors that did not renew still listed. I also attached my “word” version of their contract for you.

Section 8.2: Performance Specifications for Purchases

This RFR will cover the purchase of **all brands** of explosive ordnance detection and mitigation equipment and all products related to the detection and mitigation of explosive devices including, but not limited to:

- Robots
- X-ray Equipment
- Render Safe Tools (i.e. remote firing devices, etc.)
- Bomb Suits (Must meet FBI and HDS criteria)
- Fiber Scopes
- Personal Protection Equipment (PPEs) (i.e. Helmets, Vests, etc.)
- Mineral Water Bottles (MWBs)
- Hydra Jet
- PANS
- Hand Tools
- Night Vision Goggles
- Explosive Identification Equipment
- Miscellaneous parts and accessories
- Other related equipment

It is not the intent of this RFR to restrict purchases to items specified on this list and DFS can purchase any items a vendor is able to supply.

Hope this helps,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Wednesday, January 23, 2019 9:01 AM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Subject: Federal Resources

Hi Nancy,

Does DFS have a board award for bomb suits w/ Federal Resources? If yes, can POL be added to it and we'll execute a Standard Contract form?

I didn't see any links to contracts in MMARS.

Thank you as always,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Wednesday, January 23, 2019 12:11 PM
To: ltimmins@endeavorrobotics.com
Cc: Ahern, Robert (POL)
Subject: Mass State Police Contract Form
Attachments: Endeavor Robotics MSP Contract.doc

Good morning Laura,

RE: Mass State Police Standard Contract Form

The Mass State Police is looking to purchase robot upgrades using the existing Dept of Fire Services EOD contract. Please sign the attached contract form to add the state police to the existing contract and mail the original to me at the address below.

Thank you,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Wednesday, January 23, 2019 10:00 AM
To: Miller, Dianne (POL)
Subject: RE: iRobot dba Endeavor Robotics

Yes looks good to send out. No, we do not need to bid as this contract is in place.

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 9:40 AM
To: Lee, Cheri (POL); Taylor, Rita (POL)
Subject: iRobot dba Endeavor Robotics

Hi Cheri,
F-troop is purchasing robot upgrades with FFY18 Port Security funds.
MSP was added to the DFS contract. Does the attached MSP contract form look okay?

Since there is a contract in place, do we need to bid this? \$282,405 total purchase including the 25% asset forfeiture

Thx
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

Subject: iRobot contract okay?

Start: Wed 1/23/2019 12:00 PM

End: Wed 1/23/2019 12:30 PM

Recurrence: (none)

Organizer: Miller, Dianne (POL)

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 9:40 AM
To: Lee, Cheri (POL); Taylor, Rita (POL)
Subject: iRobot dba Endeavor Robotics
Attachments: Endeavor Robotics MSP Contract.doc

Hi Cheri,

F-troop is purchasing robot upgrades with FFY18 Port Security funds.

MSP was added to the DFS contract. Does the attached MSP contract form look okay?

Since there is a contract in place, do we need to bid this? \$282,405 total purchase including the 25% asset forfeiture

Thx

Dianne Miller

Massachusetts State Police

470 Worcester Road

Framingham, MA 01702

(508) 820-2143

Farrell, Sean (POL)

Sent: Tuesday, January 22, 2019 9:32 AM
To: Lee, Cheri (POL)
Subject: iRobot dba Endeavor Robotics
Attachments: Endeavor Robotics MSP Contract.doc

Hi Cheri,
F-troop is purchasing robot upgrades with FFY18 Port Security funds.

Since there is a contract in place, do we need to bid this? \$

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 9:29 AM
To: Ahern, Robert (POL)
Cc: Taylor, Rita (POL)
Subject: Robot Upgrade

Good morning Sgt. Ahern,

We should be all set with using the current DFS contract for iRobot dba Endeavor Robotics.

Please get a current quote, valid for 90 days.

When I see Cheri, I will confirm with her that we don't need to bid this since there is already a contract in place.

Thank you!

Di

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

Sent: Tuesday, January 22, 2019 9:27 AM
To: Ahern, Robert (POL)
Subject: Robot Upgrade

Good morning Sgt. Ahern,

We should be all set with using the current DFS contract for iRobot dba Endeavor Robotics.
Please get a current quote, valid for 90 days.

Thank you!
Di

Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 9:12 AM
To: FitzGerald, Nancy (DFS)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Thank you!

From: FitzGerald, Nancy (DFS)
Sent: Tuesday, January 22, 2019 9:11 AM
To: Miller, Dianne (POL)
Cc: Lee, Cheri (POL); Ahern, Robert (POL); Taylor, Rita (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Here it is.

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 8:57 AM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Cc: Lee, Cheri (POL) <Cheri.Lee@pol.state.ma.us>; Ahern, Robert (POL) <RAhern@massport.com>; Taylor, Rita (POL) <Rita.Taylor@pol.state.ma.us>
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Thank you very much as always!
If possible, can you forward your contract form in word format and I'll revise it with MSP info for our project?

From: FitzGerald, Nancy (DFS)
Sent: Friday, January 18, 2019 5:04 PM
To: Miller, Dianne (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Hi Dianne,
Yes, I renewed with them. They have had another "Change in Contractor Identity" – my contract is good, but they have not updated their name in CommBuys yet. They are working on it.

MMARS is updated with the new name. MSP is already be listed as a user on the MBPO in CommBuys.

Endeavor Robotics, Inc.
VC0000831254
FEI: 811232208
(DUNS number is listed in case you are using grant funds)

CommBuys #00020269 under iRobot Defense Holdings, Inc. d/b/a Endeavor Robotics (do **not** use that other one with the #00008233 with the correct name as it has an **incorrect FEI**)

Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Friday, January 18, 2019 4:33 PM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Subject: iRobot

Good afternoon Nancy,

Does DFS have a current contract in place with iRobot dba Endeavor Robotics? If yes, can MSP be added to your Commbuys and MMARS agreements, and we'll execute our own Standard Contract form?

Thank you very much,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Tuesday, January 22, 2019 9:11 AM
To: Miller, Dianne (POL)
Cc: Lee, Cheri (POL); Ahern, Robert (POL); Taylor, Rita (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract
Attachments: Endeavor Robotics Renewal Contract.doc

Here it is.

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 8:57 AM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Cc: Lee, Cheri (POL) <Cheri.Lee@pol.state.ma.us>; Ahern, Robert (POL) <RAhern@massport.com>; Taylor, Rita (POL) <Rita.Taylor@pol.state.ma.us>
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Thank you very much as always!
If possible, can you forward your contract form in word format and I'll revise it with MSP info for our project?

From: FitzGerald, Nancy (DFS)
Sent: Friday, January 18, 2019 5:04 PM
To: Miller, Dianne (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Hi Dianne,
Yes, I renewed with them. They have had another "Change in Contractor Identity" – my contract is good, but they have not updated their name in CommBuys yet. They are working on it.

MMARS is updated with the new name. MSP is already be listed as a user on the MBPO in CommBuys.

Endeavor Robotics, Inc.
VC0000831254
FEI: 811232208
(DUNS number is listed in case you are using grant funds)
CommBuys #00020269 under iRobot Defense Holdings, Inc. d/b/a Endeavor Robotics (do not use that other one with the #00008233 with the correct name as it has an incorrect FEI)

Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services

1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Friday, January 18, 2019 4:33 PM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
Subject: iRobot

Good afternoon Nancy,

Does DFS have a current contract in place with iRobot dba Endeavor Robotics? If yes, can MSP be added to your Combuys and MMARS agreements, and we'll execute our own Standard Contract form?

Thank you very much,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Miller, Dianne (POL)
Sent: Tuesday, January 22, 2019 8:57 AM
To: FitzGerald, Nancy (DFS)
Cc: Lee, Cheri (POL);Ahern, Robert (POL);Taylor, Rita (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Follow Up Flag: Follow up
Flag Status: Completed

Thank you very much as always!
If possible, can you forward your contract form in word format and I'll revise it with MSP info for our project?

From: FitzGerald, Nancy (DFS)
Sent: Friday, January 18, 2019 5:04 PM
To: Miller, Dianne (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract

Hi Dianne,

Yes, I renewed with them. They have had another "Change in Contractor Identity" – my contract is good, but they have not updated their name in CommBuys yet. They are working on it.

MMARS is updated with the new name. MSP is already be listed as a user on the MBPO in CommBuys.

Endeavor Robotics, Inc.

VC000 Pub. L. No. 104-291, § 4, sec. 7 cl. 266

FEI: 81123 Pub. L. No. 104-291, § 4, sec. 7 cl. 266

(DUNS number is listed in case you are using grant funds)

CommBuys #00020269 under iRobot Defense Holdings, Inc. d/b/a Endeavor Robotics (do **not** use that other one with the #00008233 with the correct name as it has an **incorrect FEI**)

Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@mass.gov

From: Miller, Dianne (POL)
Sent: Friday, January 18, 2019 4:33 PM
To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
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Good afternoon Nancy,

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Thank you very much,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Friday, January 18, 2019 5:04 PM
To: Miller, Dianne (POL)
Subject: RE: iRobot - Endeavor Robotics, Inc. DFS EOD contract
Attachments: Endeavor Robotics executed contract 2018-2020.pdf; CommBuys screen shot.pdf

Hi Dianne,

Yes, I renewed with them. They have had another "Change in Contractor Identity" – my contract is good, but they have not updated their name in CommBuys yet. They are working on it.

MMARS is updated with the new name. MSP is already be listed as a user on the MBPO in CommBuys.

Endeavor Robotics, Inc.

VCO G.L. c. 4, sec. 7 cl. 26(c) Privac

FEI: 811 G.L. c. 4, sec. 7 cl. 2

(DUNS number is listed in case you are using grant funds)

CommBuys #00020269 under iRobot Defense Holdings, Inc. d/b/a Endeavor Robotics (do not use that other one with the #00008233 with the correct name as it has an incorrect FEI)

Nancy

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Department of Fire Services
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Stow, MA 01775
978-567-3147
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From: Miller, Dianne (POL)
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To: FitzGerald, Nancy (DFS) <nancy.fitzgerald@mass.gov>
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Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

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From: Miller, Dianne (POL)
Sent: Friday, January 18, 2019 4:33 PM
To: FitzGerald, Nancy (DFS)
Subject: iRobot

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Thank you very much,
Dianne Miller
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2143

Farrell, Sean (POL)

From: Rivera Morgan, Awilda (POL)
Sent: Tuesday, January 08, 2019 3:25 PM
To: Small, Michelle (POL)
Subject: Asset Forfeiture - December 2018
Attachments: Asset Forft updated 1.7.19.xlsx

Michelle,
Attached is the updated asset forf information.



*Awilda Rivera Morgan
Deputy Director of Finance
Massachusetts State Police
508-820-2346 - work
508-782-0665 - cell
awilda.rivera.morgan@massmail.state.ma.us*

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

Farrell, Sean (POL)

From: Fahey, Scott (DFS)
Sent: Wednesday, October 31, 2018 1:12 AM
To: POL-DL-FMO
Subject: SEMLEC SWAT Mattapoisett 10-30-18

Follow Up Flag: Flag for follow up
Flag Status: Flagged

On Tuesday 10-30-18 at approximately 2100 Hrs responded to G.L. c. 4, sec. 7 cl. 26(c) Privacy in Mattapoisett at the request of SEMLEC SWAT for a subject armed with a shotgun. The subject was distraught over a break up and had fired several rounds in the air prior to the arrival of the police. SEMLEC advises it is unknown if the subject is still in the residence or if he has left. The MSP Air Wing searched the surrounding area with negative results. Entry was made of the first floor with an iRobot 110 First Look robot. The robot was able to clear the entire first floor except for one room with a closed door. The SWAT Team made entry and was able to subdue the subject before he could reach his weapon. No injuries reported. Troop D Duty Office advised. TECHS: Tpr Fahey and Tpr Rockett

BostonDynamics



BOSTON DYNAMICS NON-DISCLOSURE AGREEMENT

In order to evaluate and possibly enter into a business transaction (the "Purpose"), Boston Dynamics, Inc., a Massachusetts corporation ("BD") and the other party identified below ("Partner," and together with BD, the "Parties" and each, a "Party") hereby enter into this Non-Disclosure Agreement (this "Agreement"), effective as of _____Sep 11, 2018_____, or if left blank, the earlier of the two signature dates below, as follows:

1. For the purposes of this Agreement, "Confidential Information" means any nonpublic information concerning the business or property of the Party disclosing the information (the "Disclosing Party") to the other Party (the "Receiving Party"), whether such information is disclosed directly or indirectly, in writing, orally or visually.
2. The Receiving Party shall maintain Confidential Information in strict confidence and shall use a reasonable degree of care to prevent the unauthorized use, disclosure, dissemination or publication of Confidential Information.
3. The Receiving Party agrees to use Confidential Information solely for the Purpose and not for its own purpose or benefit or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information, as applicable, only to its employees, directors, affiliates, agents or third party contractors who have a need to know such Confidential Information in order to fulfill the Purpose and who are under confidentiality obligations no less restrictive than this Agreement.
4. Confidential Information shall not include information or data which: (a) is or becomes generally available to the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (b) was rightfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party, as evidenced by the Receiving Party's records; (c) is rightfully received by or becomes known to the Receiving Party from a source other than the Disclosing Party without, to the best of the Receiving Party's knowledge, any breach of confidentiality owed to the Disclosing Party; (d) is disclosed with the prior written consent of the Disclosing Party; or (e) is independently developed by the Receiving Party without any use of Confidential Information, as evidenced by the Receiving Party's records.
5. All Confidential Information will remain the exclusive property of the Disclosing Party. The Receiving Party acknowledges and agrees that no right or license is granted to the Receiving Party in relation to any part of the Confidential Information. The Receiving Party shall promptly return or, at the Disclosing Party's option, certify destruction of, all copies of Confidential Information at any time upon request by the Disclosing Party.
6. This Agreement does not create any agency or partnership relationship between the Parties. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party.

7. Each Party agrees that it will not make any public announcement, advertising or any other such disclosure relating to this Agreement, including the Purpose and any matters related to or arising out of the Purpose, without the prior written consent of the other Party.

8. This Agreement shall remain in effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party. Upon termination of this Agreement, the Receiving Party shall immediately cease all use of Confidential Information. The provisions of this Agreement shall survive as to all Confidential Information disclosed prior to the termination of this Agreement.

9. This Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any claims or legal actions by one Party against the other Party arising under this Agreement shall be commenced and maintained in any state or federal court located in Massachusetts, county of Middlesex.

10. This Agreement is the Parties' entire agreement with respect to the subject matter hereof, superseding any prior or contemporaneous agreements. Any amendments to this Agreement must be in writing and signed by both Parties. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision.

PARTNER LEGAL NAME: N/A

PLACE OF LEGAL ORGANIZATION: N/A

Signature:

Name:

_____Matt Mcdevitt_____

Title:

_____N/A_____

Address:

_____470 Worcester Rd Framingham_____

Date:

_____Sep 11, 2018_____

Boston Dynamics, Inc.

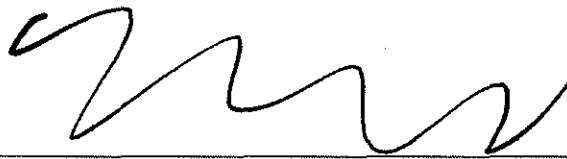
Signature:

Name:

Title:

Address:

Date:



SIGNATURE

Matt Mcdevitt

NAME

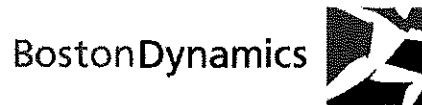
September 11, 2018

DATE

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Tuesday, September 11, 2018 9:35 AM
To: Mcdevitt, Matthew (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180911_2018_09_11_09_17_23_Matt_Mcdevitt.pdf

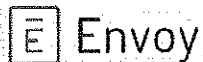
Thanks for visiting Boston Dynamics!



Thanks for visiting!

We hope you enjoyed your visit to Boston Dynamics HQ today. You can find a copy of the document you signed attached.

You're receiving this email because you used Envoy to sign a document at Boston Dynamics HQ.



Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Tuesday, September 11, 2018 9:35 AM
To: Schumaker, Robert (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180911_2018_09_11_09_18_48_Robert_Schumaker.pdf

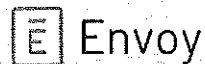
Thanks for visiting Boston Dynamics!



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You're receiving this email because you used Envoy to sign a document at Boston Dynamics HQ.



Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Tuesday, September 11, 2018 9:35 AM
To: Marquis, Robert (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180911_2018_09_11_09_13_27_Bob_Marquis.pdf

Thanks for visiting Boston Dynamics!



Thanks for visiting!

We hope you enjoyed your visit to Boston Dynamics HQ today. You can find a copy of the document you signed attached.

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Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Tuesday, September 11, 2018 9:35 AM
To: Baker, Michael (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180911_2018_09_11_09_15_05_MH_Baker.pdf

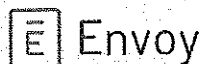
Thanks for visiting Boston Dynamics!



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Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Tuesday, September 11, 2018 9:35 AM
To: Clock, Noah (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180911_2018_09_11_09_08_01_Noah_Clock.pdf

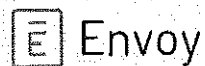
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You're receiving this email because you used Envoy to sign a document at Boston Dynamics HQ.



Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Schumaker, Robert (POL)
Sent: Monday, September 10, 2018 8:27 AM
To: Baker, Michael (POL); Marquis, Robert (POL); McDonald, Scott (POL)
Subject: Fw: robotic dog from Boston Dynamics

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462
(c) GL c. 4, sec. 7 cl. 26(c) Privacy
(0) 978-772-8800
(f) 978-772-6021

From: Mcdevitt, Matthew (POL)
Sent: Saturday, September 8, 2018 2:06 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

time change for Tues 9/11/18 to 0900-1100hrs
Lt Schumaker & Tpr Sicard already advised.

Tpr Matt McDevitt
MA State Police
K-9 East

From: Mcdevitt, Matthew (POL)
Sent: Friday, September 7, 2018 3:10:16 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

I tried for 9/12 but they're tied up that day. Lets do 9/11 at 1100hrs at 78 4th Av Waltham MA

let me know whos in please.

Tpr Matt McDevitt
MA State Police
K-9 East

From: Schumaker, Robert (POL)
Sent: Thursday, September 6, 2018 9:58:56 AM
To: Mcdevitt, Matthew (POL)

Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

I'm out of the state but can have Team guys there. Whatever works for Sgt Qualls' guys.

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(c) Privacy

(o) 978-772-8800

(f) 978-772-6021

From: Mcdevitt, Matthew (POL)
Sent: Thursday, September 6, 2018 9:57 AM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

Does Mon 9/17, Tues 9/18 or Wed 9/19 work for anyone?

Tpr Matt McDevitt
MA State Police
K-9 East

From: Schumaker, Robert (POL)
Sent: Wednesday, September 5, 2018 9:39:31 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

9/11 does not work for me personally but I can have a STOP Team rep there. I have a trial in Woburn. 9/7 will work.

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(c) Privacy

(o) 978-772-8800

(f) 978-772-6021

From: Mcdevitt, Matthew (POL)
Sent: Wednesday, September 5, 2018 9:29 AM
To: Schumaker, Robert (POL)

Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

Does either this Friday 9/7 or next Tues 9/11 work for everyone for the robotics demo in Waltham 1100hrs?

Tpr Matt McDevitt
MA State Police
K-9 East

From: Schumaker, Robert (POL)
Sent: Tuesday, September 4, 2018 10:06:22 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: Re: robotic dog from Boston Dynamics

Matt,

Thank you. The STOP Team would absolutely be willing to come and view the robot. We can work around Sgt Qualls' and the company's schedule. Just let me know a day and I'll have some of our guys there. Thank you again.

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 et. 26(c) Privacy

(O) 978-772-8800

(f) 978-772-6021

From: Mcdevitt, Matthew (POL)
Sent: Saturday, September 1, 2018 2:59 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: robotic dog from Boston Dynamics

Lt Schumaker,

This past Friday Tpr McKenna and I (Tpr McDevitt) were invited (last minute) to Boston Dynamics in Waltham MA to view one of their newly updated creations. Boston Dynamics is in the final stages of production of a robotic dog named "Spot."

My friend is the current safety officer for Boston Dynamics and he suggested to the R&D team that they show Spot to law enforcement to obtain feedback for development and marketing to the Law enforcement community. They have recently provided a demo to the State Hazmat community, who gave feedback and were interested in the production of this robot. I was told that the Hazmat coordinator was setting up a demo for Sgt William Qualls of the MSP FIU.

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Respectfully,

Tpr Matt McDevitt

MA State Police

K-9 East

(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy

Farrell, Sean (POL)

From: Mcdevitt, Matthew (POL)
Sent: Saturday, September 08, 2018 2:06 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

time change for Tues 9/11/18 to 0900-1100hrs
Lt Schumaker & Tpr Sicard already advised.

Tpr Matt McDevitt
MA State Police
K-9 East

From: Mcdevitt, Matthew (POL)
Sent: Friday, September 7, 2018 3:10:16 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
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let me know whos in please.

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MA State Police
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To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
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Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(c) Privacy
(o) 978-772-8800
(f) 978-772-6021

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(cell # [REDACTED])

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K-9 East
(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy

Farrell, Sean (POL)

From: Sicard, Stephen (DFS)
Sent: Thursday, September 06, 2018 10:31 AM
To: Schumaker, Robert (POL)
Subject: Re: robotic dog from Boston Dynamics

11th still best on this end

S. Sicard

Sent from my iPhone

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Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) GL c. 4, sec. 7 cl. 26(c) Privacy

(O) 978-772-8800

(f) 978-772-6021

From: Mcdevitt, Matthew (POL)
Sent: Saturday, September 1, 2018 2:59 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: robotic dog from Boston Dynamics

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MA State Police

K-9 East

(cell # [REDACTED])

Farrell, Sean (POL)

From: Mcdevitt, Matthew (POL)
Sent: Thursday, September 06, 2018 9:58 AM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

Does Mon 9/17, Tues 9/18 or Wed 9/19 work for anyone?

Tpr Matt McDevitt
MA State Police
K-9 East

From: Schumaker, Robert (POL)
Sent: Wednesday, September 5, 2018 9:39:31 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

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Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
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From: Schumaker, Robert (POL)
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(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy)

Farrell, Sean (POL)

From: Sicard, Stephen (DFS)
Sent: Wednesday, September 05, 2018 10:49 AM
To: Schumaker, Robert (POL)
Subject: Re: robotic dog from Boston Dynamics

Tks, LT

Sent from my iPhone

On Sep 5, 2018, at 10:43 AM, Schumaker, Robert (POL) <robert.schumaker@pol.state.ma.us> wrote:

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From: Mcdevitt, Matthew (POL)
Sent: Saturday, September 1, 2018 2:59 PM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: robotic dog from Boston Dynamics

Lt Schumaker,

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CC'd in this email is:

Lt Silva (MSP K9)

Sgt Qualls (MSP FIU)

Tpr McKenna (MSP K9)

Respectfully,

Tpr Matt McDevitt

MA State Police

K-9 East

(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy

Farrell, Sean (POL)

From: Mcdevitt, Matthew (POL)
Sent: Wednesday, September 05, 2018 9:29 AM
To: Schumaker, Robert (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS); Sicard, Stephen (DFS)
Subject: Re: robotic dog from Boston Dynamics

Does either this Friday 9/7 or next Tues 9/11 work for everyone for the robotics demo in Waltham 1100hrs?

Tpr Matt McDevitt
MA State Police
K-9 East

From: Schumaker, Robert (POL)
Sent: Tuesday, September 4, 2018 10:06:22 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: Re: robotic dog from Boston Dynamics

Matt,

Thank you. The STOP Team would absolutely be willing to come and view the robot. We can work around Sgt Qualls' and the company's schedule. Just let me know a day and I'll have some of our guys there. Thank you again.

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(e) Privacy

(0) 978-772-8800

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Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
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Sgt Qualls (MSP FIU)

Tpr McKenna (MSP K9)

Respectfully,

Tpr Matt McDevitt

MA State Police

K-9 East

(cell # [REDACTED])

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From: Mcdevitt, Matthew (POL)
Sent: Wednesday, September 05, 2018 9:01 AM
To: Schumaker, Robert (POL)
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Subject: Re: robotic dog from Boston Dynamics

***Tpr Matt McDevitt
MA State Police
K-9 East***

From: Schumaker, Robert (POL)
Sent: Tuesday, September 4, 2018 10:06:22 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
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Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462**

(c) G.L. c. 4, sec. 7 et. 26(c) Privacy
(O) 978-772-8800
(f) 978-772-6021

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Respectfully,

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MA State Police

K-9 East

(cell # [REDACTED])

G.L. c. 4, sec. 7 cl. 26(c) Privacy

Farrell, Sean (POL)

From: Schumaker, Robert (POL)
Sent: Tuesday, September 04, 2018 10:06 AM
To: Mcdevitt, Matthew (POL)
Cc: Silva, Patrick (POL); Mckenna, Brian (POL); Qualls, William (DFS)
Subject: Re: robotic dog from Boston Dynamics

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59 Buena Vista Street
Devens, MA. 01462

(c) 5 G.L. c. 4, sec. 7 cl. 26(c) Privacy

(o) 978-772-8800

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MA State Police
K-9 East

(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy)

Farrell, Sean (POL)

From: Qualls, William (DFS)
Sent: Saturday, September 01, 2018 4:14 PM
To: Mcdevitt, Matthew (POL)
Cc: Schumaker, Robert (POL);Silva, Patrick (POL);Mckenna, Brian (POL)
Subject: Re: robotic dog from Boston Dynamics

Matt,

Sounds great. Thank you for thinking of us. Trooper Steve Sicard will be reaching out to you directly in order to schedule a demo.

Regards,

Bill

Sent from my iPhone

On Sep 1, 2018, at 2:59 PM, Mcdevitt, Matthew (POL) <matthew.mcdevitt@pol.state.ma.us> wrote:

Lt Schumaker,

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MA State Police

K-9 East

(cell # G.L. c. 4, sec. 7 et. 26(c) Privacy

Farrell, Sean (POL)

From: Qualls, William (DFS)
Sent: Saturday, September 01, 2018 4:11 PM
To: Sicard, Stephen (DFS); Rogowski, Michael (DFS); Jones, Daniel (DFS); Rockett, Michael (POL)
Subject: Fwd: robotic dog from Boston Dynamics

Steve,

Please set up a demo day at Boston Dynamics to take a look at this platform. I will reach out to Hazmat to inquire what they thought...and why they went without including us.

Thanks

Sent from my iPhone

Begin forwarded message:

From: "Mcdevitt, Matthew (POL)" <matthew.mcdevitt@pol.state.ma.us>
Date: September 1, 2018 at 2:59:18 PM EDT
To: "Schumaker, Robert (POL)" <robert.schumaker@pol.state.ma.us>
Cc: "Silva, Patrick (POL)" <patrick.silva@MassMail.State.MA.US>, "Mckenna, Brian (POL)" <brian.mckenna@pol.state.ma.us>, "Qualls, William (DFS)" <william.qualls@mass.gov>
Subject: robotic dog from Boston Dynamics

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Tpr Matt McDevitt
MA State Police
K-9 East
(cell # G.L. c. 4, sec. 7 cl. 26(c) Privacy

Farrell, Sean (POL)

From: Envoy <no-reply@envoy.com>
Sent: Friday, August 31, 2018 10:47 AM
To: Mckenna, Brian (POL)
Subject: Thanks for visiting Boston Dynamics!
Attachments: Boston Dynamics_20180831_2018_08_31_10_46_18_Brian_McKenna.pdf

Thanks for visiting Boston Dynamics!

BostonDynamics



Thanks for visiting!

We hope you enjoyed your visit to Boston Dynamics HQ today. You can find a copy of the document you signed attached.

You're receiving this email because you used Envoy to sign a document at Boston Dynamics HQ.



Envoy, Inc. | 410 Townsend St, Suite 410, San Francisco, CA 94107, USA | envoy.com

Farrell, Sean (POL)

From: Favuzza, Robert (POL)
Sent: Thursday, June 14, 2018 3:56 PM
To: England, Kara (POL); Tapis, Stephen C (POL)
Subject: FW: Port Security Grant

Sgt and Trooper,

FYI

Lieutenant Colonel RJ Favuzza
Division Commander
Division of Field Services
Massachusetts State Police
(508) 820-2344

CONFIDENTIALITY NOTICE: The information contained in this email and any attachment is privileged and confidential law enforcement information. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, or copying of this communication is strictly prohibited. If you have received this message in error, please delete this email immediately.

From: McGinn, Francis [mailto:FMcGinn@massport.com]
Sent: Thursday, June 14, 2018 1:05 PM
To: Favuzza, Robert (POL) <Robert.Favuzza@pol.state.ma.us>
Cc: Gravini, Matthew <MGravini@massport.com>; Edwards, Bruce <BEdwards@massport.com>
Subject: FW: Port Security Grant

LTC Favuzza,

Per our earlier discussion, please see below email traffic. We have not filed MSP Grant paperwork in the past because it is Massport that applies for the Port Security Grant and manages it. I will submit the request for the use of the Troop F seizure funds for the 25% match today. Again I apologize for our rogue SGT that was dealing unilaterally with Massport PD. We are dealing with him. I concur with the EOD items requested through the Grant.

Respectfully,

Major Francis M. McGinn
Troop F Commander
Massachusetts State Police
Director of Aviation Security
Massachusetts Port Authority
Office: 617-568-7555
Cell: 8 GL c. 4, sec. 7 cl. 26(c) Privacy

From: Donohoe, Christine F.
Sent: Thursday, June 14, 2018 12:53 PM
To: Prankevicius, John; Naccara, George; Kalowski, Michelle; Burdi, Luciana; Guerriero, Anthony
Cc: Freni, Edward; Wieland, Lisa; Grady, Michael; DeGrace, Joseph; McGinn, Francis; Obert, Catherine; Reed, Rosemary; Gallagher, Daniel
Subject: Port Security Grant

Good Afternoon,

The annual Port Security Grant is due this week. This grant has a two-step application process. We need to process the first step by tomorrow, June 15th, the final documents are due by June 20th. We have 5 projects, all detailed below, totaling \$1,271,592. Massport's match will be 25%, \$317,898. This Grant Program is sponsored by FEMA. The Projects include two Maritime Security Projects, one State Police Project and two Fire Rescue Projects.

Please let me know if you have any questions regarding any of the projects.

Please respond with your vote by 1:00 tomorrow, June 15th.

Thank you!

Maritime Security

- 1.) Camera Enhancement Project - Total amount - \$550,000 Massport's Share - \$137,500**
(Maritime Capital)

Camera enhancements to expand landside and waterside coverage at the **G.L. c. 4. sec. 7 cl. 26(n) Security**.

- 2.) Port Security Asset Sustainability Project - Total Amount - \$69,187 Massport's Share - \$17,297**
(Maritime Operating)

Operating and Maintenance costs for prior port security grant assets.

State Police

- 3.) Anti-Assault Identification and Response Project - Total Amount - \$282,405 Massport's Share - \$70,601 (MSP Seizure Account)**

EOD upgrades including new bomb suits, iRobot enhancements, and EOD diagnostic tools. (Explosive Ordnance Division)

Fire Rescue

- 4.) Amphibious Shallow Access Multi-purpose Vessel - Total Amount - \$300,000 Massport's Share- \$75,000 (Fire Rescue Budget)**

Vessel for use in accessing hard to reach areas in the port including shallow areas, mud flats, areas inaccessible at high tide due to bridge height restrictions, piers, ice, etc. The vessel would be available on a trailer to support all partners in the port for rapid response to intentional or unintentional accidents or threats and equipped for CBRNE detection.

- 5.) Fixed Marine Rapid Alarm and Identification Device- Total Amount - \$70,000 Massport's Share - \$17,500 (Fire Rescue Budget)**

Fixed Marine Rapid Alarm and Identification Device for its 79-foot Ranger Class Custom Fireboat, the American United. **G.L. c. 4. sec. 7 cl. 26(n) Security**

[REDACTED] and is designed for continuous operation in varying environmental conditions specifically for a marine environment.

Massachusetts Port Authority
(617) 568-5051
cdonohoe@massport.com

Farrell, Sean (POL)

From: McMillan, Scott <Scott.McMillan@dcma.mil>
Sent: Thursday, May 31, 2018 7:51 AM
To: Cunningham, James (POL);Bulis, Jeffrey (POL);Goslin, John (POL)
Cc: Bunnell, Theodore (OSD);Linda Chafets (lchafets@bostondynamics.com)
Subject: RE: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Next week would be fine, please coordinate the action with Ms. Chafets at Boston Dynamics. We always prefer to reutilize excess US Government Property with other agencies rather than having to dispose of it through other methods. Thank you for the response.....Scott

R/

Scott A. McMillan
Plant Clearance Officer
Defense Contract Management Agency
Business Operations Center (DCMA-AQBPC)
495 Summer St
Boston, MA 02210
857-268-4712

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From: Cunningham, James (POL) [mailto:james.cunningham@state.ma.us]
Sent: Tuesday, May 29, 2018 8:56 PM
To: McMillan, Scott <Scott.McMillan@dcma.mil>; Bulis, Jeffrey (POL) <jeffrey.bulis@state.ma.us>; Goslin, John (POL) <john.goslin@state.ma.us>
Cc: Bunnell, Theodore (OSD) <theodore.bunnell@state.ma.us>; Linda Chafets (lchafets@bostondynamics.com) <lchafets@bostondynamics.com>
Subject: [Non-DoD Source] Re: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Scott,

My apologies. We did look at them and realize that we would need a ramp truck to transport the items back to Boston. After weathering a few snow storms and then becoming busy here getting the fleet ready for spring and summer, the items fell to the back burner. We would still like the lifts and will make arrangements to pick them up next week if that is still ok. Again, I apologize for delay.

Respectfully
Sgt James M. Cunningham #2334
Massachusetts State Police
Marine Unit
200 Beverly Street
Boston, MA 02114

(617) 740-7820

From: McMillan, Scott <Scott.McMillan@dcma.mil>
Sent: Tuesday, May 29, 2018 11:14:33 AM
To: Cunningham, James (POL); Bulis, Jeffrey (POL); Goslin, John (POL)
Cc: Bunnell, Theodore (OSD); Linda Chafets (lchafets@bostondynamics.com)
Subject: RE: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Hi Folks,

Back in January I received GSA Transfer Order # 258004125 for the transfer of 5 assets to the Mass State Police Marine Unit, to this date I am unaware that these items were ever picked up from my Defense Contractor, Boston Dynamics, who is in possession of these items. My contractor informed me that someone did come by and looked at the items but never returned to pick them up. I need to know what your intentions are with these assets. If you still desire them then please coordinate the pick-up of these items as soon as possible. If you do not want them then let me know and I will process the cancellation of the request. If I do not get a response by close of business on Friday 1 June I then will send a cancellation request to GSA for these items. Please let me know what you want to do on these.

R/

Scott A. McMillan
Plant Clearance Officer
Defense Contract Management Agency
Business Operations Center (DCMA-AQBPC)
495 Summer St
Boston, MA 02210
857-268-4712

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-----Original Message-----

From: Goslin, John (POL) [<mailto:john.goslin@MassMail.State.MA.US>]
Sent: Friday, January 26, 2018 7:05 PM
To: McMillan, Scott <Scott.McMillan@dcma.mil>; Linda Chafets (lchafets@bostondynamics.com)
<lchafets@bostondynamics.com>
Cc: Cunningham, James (POL) <james.cunningham@state.ma.us>; Bulis, Jeffrey (POL) <jeffrey.bulis@state.ma.us>;
Bunnell, Theodore (OSD) <theodore.bunnell@state.ma.us>
Subject: [Non-DoD Source] Re: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Scott, Ted, Linda,

Due to my recent promotion, I am no longer assigned to the Marine Unit. I am copying both Sgt. James Cunningham and Tpr. Jeff Bulis, both still at the Marine Unit, on this. Both were aware of our requests for the items. One of them will be in touch with you to set up a time to pick up the items.

Thanks for your assistance with this.
Feel free to let me know if there are any issues or questions.

Respectfully,

John Goslin

Lt. John Goslin #2528
Massachusetts State Police
Troop D Headquarters
326 West Grove St.
Middleboro, MA 02346
508-923-4014

From: McMillan, Scott <Scott.McMillan@dcma.mil>
Sent: Friday, January 26, 2018 1:59 PM
To: Linda Chafets (lchafets@bostondynamics.com); Goslin, John (POL)
Subject: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Hi Linda,

Attached are requisitions 0Y756-R00032 and R00033 resulting from GSA Transfer Order #258004125 and which are listed on cases S2206A-4747 and 4757. These four items will be picked up by a representative from the Massachusetts State Police Marine Unit. Point of contact for the receiving agency is Sgt. John Goslin (617) G.L. c. 4, sec. 7(d), 26(O) whom I have included on this email.

Please have the receiving agency representative sign the attached DD 1149 acknowledging receipt of the item upon pick up and return a copy to me.

Sgt. Goslin, please coordinate the pick-up of these assets with Ms. Linda Chafets via email or (617) 868-5600 ext. 222.

R/

Scott A. McMillan
Plant Clearance Officer
Defense Contract Management Agency
Business Operations Center (DCMA-AQBPC)
495 Summer St
Boston, MA 02210
857-268-4712

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Farrell, Sean (POL)

From: McMillan, Scott <Scott.McMillan@dcma.mil>
Sent: Tuesday, May 29, 2018 11:15 AM
To: Cunningham, James (POL); Bulis, Jeffrey (POL); Goslin, John (POL)
Cc: Bunnell, Theodore (OSD); Linda Chafets (lchafets@bostondynamics.com)
Subject: RE: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

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Defense Contract Management Agency
Business Operations Center (DCMA-AQBPC)
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857-268-4712

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-----Original Message-----

From: Goslin, John (POL) [mailto:john.goslin@MassMail.State.MA.US]
Sent: Friday, January 26, 2018 7:05 PM
To: McMillan, Scott <Scott.McMillan@dcma.mil>; Linda Chafets (lchafets@bostondynamics.com) <lchafets@bostondynamics.com>
Cc: Cunningham, James (POL) <james.cunningham@state.ma.us>; Bulis, Jeffrey (POL) <jeffrey.bulis@state.ma.us>; Bunnell, Theodore (OSD) <theodore.bunnell@state.ma.us>

Subject: [Non-DoD Source] Re: Reqs. 0Y756-R00032 and R00033 S2206A-4747 and 4757

Scott, Ted, Linda,

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John Goslin

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Troop D Headquarters
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Middleboro, MA 02346
508-923-4014

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Defense Contract Management Agency

Business Operations Center (DCMA-AQBPC)
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857-268-4712

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Farrell, Sean (POL)

From: Zipper, Paul (DFS)
Sent: Sunday, May 20, 2018 9:40 AM
To: Lyver, Michael (POL)
Subject: Re: Robot Repairs

Not aware of any funding sources other than MSP.

Sent from my iPhone

On May 17, 2018, at 2:51 PM, Lyver, Michael (POL) <michael.lyver@pol.state.ma.us> wrote:

Thank you, are you aware of any funding sources?

From: Zipper, Paul (DFS)
Sent: Thursday, May 17, 2018 2:45 PM
To: Lyver, Michael (POL) <michael.lyver@pol.state.ma.us>; Dowd, Philip (POL) <philip.dowd@pol.state.ma.us>
Subject: Fw: Robot Repairs

Below are the robot repair estimates

Captain Paul T Zipper #2096
Fire & Explosion Investigation Section
Massachusetts State Police
1 State Road
Stow, MA 01775
(978) 273-7351 (cell)
(978) 567-3310 (office)
Email: Paul.Zipper@state.ma.us

From: Qualls, William (DFS)
Sent: Thursday, May 17, 2018 2:43 PM
To: Zipper, Paul (DFS); Richard, Daniel (DFS)
Cc: Sicard, Stephen (DFS); Rogowski, Michael (DFS); McCarthy, Bob (DFS)
Subject: Robot Repairs

Captain,

During the Middleboro SEMLEC/METROLEC swat assist yesterday involving the armed, barricaded subject the Bomb Squad utilized four robotic platforms in order to minimize harm to the LEO's involved.

During the course of operations two of our platforms sustained damage. Tpr Sicard's robot was inadvertently struck by a "gas munition" while maintaining overwatch inside the residence; the robot was also grossly contaminated by the gas.

Tpr McCarthy's platform was unable to navigate the debris around the bulkhead leading to the basement and subsequently tumbled down the stairs, during recovery operations the SWAT motorized ROOK sheared off the camera mast of said platform.

Estimated cost of repairs to each robot is as follows:

Endeavor Robotics for Tpr Sicard's PacBot \$6700 for antenna and communications package (the antenna's were shot off and the communications circuit board was debilitated by the chemical exposure).

Qinetic Robotics for Tpr McCarthy's Talon \$5500 for new telescoping camera mast with pan and tilt camera. The entire mast needs to be replaced as there is no way to reattach.

Respectfully,

Sgt WP Qualls, #2439

Farrell, Sean (POL)

From: Mason, Christopher (POL)
Sent: Thursday, May 17, 2018 3:34 PM
To: Lyver, Michael (POL)
Cc: Mason, Christopher (POL);Dowd, Philip (POL)
Subject: Re: Robot Repairs

Received. Thank you.

Lieutenant Colonel Christopher Mason
Division of Investigative Services
Massachusetts State Police

On May 17, 2018, at 2:50 PM, Lyver, Michael (POL) <michael.lyver@pol.state.ma.us> wrote:

Sirs, looks like the Middleboro robot debacle will cost \$12,200 to repair damages. I think a discussion is warranted to identify a funding source for the repairs.

Respectfully,

Michael J. Lyver #2396
Detective Captain
Division of Investigative Services
Massachusetts State Police

From: Zipper, Paul (DFS)
Sent: Thursday, May 17, 2018 2:45 PM
To: Lyver, Michael (POL) <michael.lyver@pol.state.ma.us>; Dowd, Philip (POL) <philip.dowd@pol.state.ma.us>
Subject: Fw: Robot Repairs

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(978) 567-3310 (office)
Email: Paul.Zipper@state.ma.us

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Sent: Thursday, May 17, 2018 2:43 PM

To: Zipper, Paul (DFS); Richard, Daniel (DFS)
Cc: Sicard, Stephen (DFS); Rogowski, Michael (DFS); McCarthy, Bob (DFS)
Subject: Robot Repairs

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Sgt WP Qualls, #2439

Farrell, Sean (POL)

From: Lyver, Michael (POL)
Sent: Thursday, May 17, 2018 2:51 PM
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Subject: RE: Robot Repairs

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From: Zipper, Paul (DFS)
Sent: Thursday, May 17, 2018 2:45 PM
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Respectfully,

Sgt WP Qualls, #2439

Farrell, Sean (POL)

From: BSC Industries, Inc. <marketing=bsc-ind.com@mail207.wdc02.mcdlv.net> on behalf of BSC Industries, Inc. <marketing@bsc-ind.com>
Sent: Thursday, May 17, 2018 11:20 AM
To: Ruggiero, John (POL)
Subject: See You at the Robotics Summit & Showcase



Register for the Robotics Summit & Showcase

On behalf of **BSC Industries**, we are pleased to invite you to the Robotics Summit & Showcase on May 23-24, 2018 at the Westin Boston Waterfront in Boston, MA.

We would like to offer you a special registration discount of 40% when you use the code BSC. Register today! Be sure to visit BSC Industries at Booth #200.

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Keynote Speakers



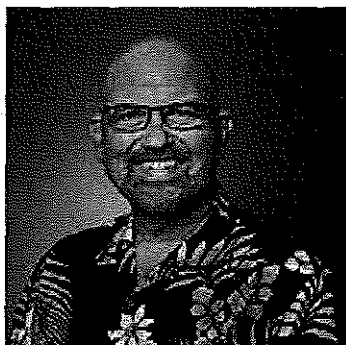
JOHN DULCHINOV
Vice President,
Global Automation
& 3D Printing
Jabil



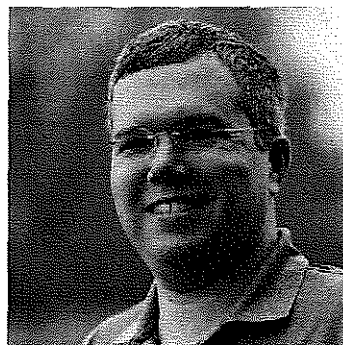
ADRIAN KUMAR
Vice President,
Solutions Design North America
DHL Supply Chain



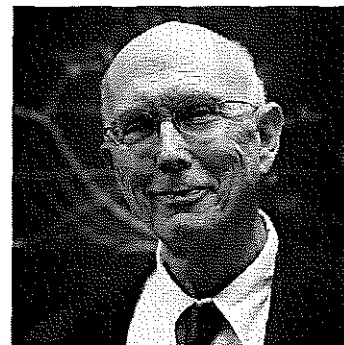
JOHN LIZZI
Executive Director,
Robotics
GE Global Research



MARC RAIBERT
Founder and CEO,
Boston Dynamics



DAMION SHELTON
Co-Founder,
Chief Executive Officer
Agility Robotics



GEORGE M. WHITESIDES
Professor, Department of Chemistry
and Chemical Biology Harvard
University

Principal Investigator
Whitesides Research Group

The **Robotics Summit & Showcase** is a multifaceted educational forum and showcase dedicated to addressing the technical issues involved with the design, development, manufacture and delivery of commercial robotics and intelligent systems products and services.

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BSC Industries, Inc. · 50 Energy Drive · Canton, MA 02021 · USA

Farrell, Sean (POL)

From: Billy Farwell <william.farwell1@gmail.com>
Sent: Tuesday, March 20, 2018 10:42 AM
To: Resch, Matthew T CTR USARMY PEO CS CSS (US)
Cc: Rockett, Michael (POL)
Subject: Re: [Non-DoD Source] Intro

Good morning,

I am hoping that the 2404s have been typed and prioritized for you. I will follow up with one of our guys this week.

Billy Farwell
(781) 983-4750

Sent from my iPhone.

> On Mar 20, 2018, at 10:11, Resch, Matthew T CTR USARMY PEO CS CSS (US)
<matthew.t.resch.ctr@mail.mil> wrote:

>
> Sir,
> Good morning.
>
> I am just checking to see how everything is going with your robots.
Please feel free to contact me with any questions.

>
> v/r
>
> Matthew
>
> Matthew Resch
> Lead Robot Technician - Site Lead
> Robotic Logistic Support Center (RLSC) AECOM Contractor TA 211,Bldg
> 5133 FLW, MO 65473
> (W) 573- 596-0131 EXT 64554
> (BB) 586-202-8005
>

> Disclaimer: I am not a contracting officer and I do not have the
> authority to obligate the government contractually or to modify an
existing contract.

>
>
> -----Original Message-----
> From: Resch, Matthew T CTR USARMY PEO CS CSS (US)
> Sent: Monday, December 4, 2017 1:30 PM
> To: Billy Farwell <william.farwell1@gmail.com>;
> michael.rockett@pol.state.ma.us
> Cc: Helton, Steven W CTR USARMY PEO CS CSS (US)

> <steven.w.helton4.ctr@mail.mil>; Clemente, Antonio G CTR USARMY PEO CS
> CSS (US) <antonio.g.clemente.ctr@mail.mil>
> Subject: RE: [Non-DoD Source] Intro
>
> Sir,
> Attached are the three forms you need to fill out and return to me. Once
everything looks good I will then send you a TAC to ship.
>
> If you have any questions please feel free to ask myself or my supply
person Tony Clemente.
>
> v/r
> Matthew
>
> Matthew Resch
> Lead Robot Technician - Site Lead
> Robotic Logistic Support Center (RLSC) AECOM Contractor TA 211,Bldg
> 5133 FLW, MO 65473
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> Disclaimer: I am not a contracting officer and I do not have the
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existing contract.
>
>
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> From: Helton, Steven W CTR USARMY PEO CS CSS (US)
> Sent: Monday, December 4, 2017 1:04 PM
> To: Billy Farwell <william.farwell1@gmail.com>;
> michael.rockett@pol.state.ma.us
> Cc: Resch, Matthew T CTR USARMY PEO CS CSS (US)
> <matthew.t.resch.ctr@mail.mil>
> Subject: RE: [Non-DoD Source] Intro
>
> Good Afternoon,
>
> I can certainly help put you in contact with your regional site tech
lead to get the process started. Matt Resch is on the cc line and he is
located at Fort Leonard Wood, Mo. We can better inform you of procedures
to get systems sustained.
>
> VR,
> Steven Helton
> Maintenance Manager
> Robot Logistics Support Center (RLSC)
> PM FP, SFAE-CSS-FP-RS
> Bldg. 1414 West Perimeter Road
> Selfridge ANGB, MI 48045
> D: 586-239-5316 C: G.L. c. 4. sec. 7 cl. 26(c) Privacy
> Email: steven.w.helton4.ctr@mail.mil
>

> Disclaimer: I am not a contracting officer and I do not have the authority to obligate the government contractually or to modify an existing contract.

>
>

> -----Original Message-----

> From: Billy Farwell [mailto:william.farwell1@gmail.com]

> Sent: Monday, December 4, 2017 1:31 PM

> To: Bennett, Adam M CTR USARMY PEO CS CSS (US)

> <adam.m.bennett3.ctr@mail.mil>

> Cc: michael.rockett@pol.state.ma.us; Phil Herndon

> <pherndon@endeavorrobotics.com>; Helton, Steven W CTR USARMY PEO CS

> CSS (US) <steven.w.helton4.ctr@mail.mil>; Spiher, James L (Jim) CTR

> USARMY PEO CS CSS (US) <james.l.spiher.ctr@mail.mil>

> Subject: Re: [Non-DoD Source] Intro

>

> Good afternoon gentlemen,

>

> Thank you for the fast reply! Would 2404s be the best way to identify issues or a spreadsheet showing the issues for each system?

>

> Thank you again Phil!

>

> Billy

>

>

>

> William Farwell

> (781) 983-4750

>

> Sent from my iPhone.

>

>> On Dec 4, 2017, at 13:11, Bennett, Adam M CTR USARMY PEO CS CSS (US) <adam.m.bennett3.ctr@mail.mil> wrote:

>>

>> 1SG Rockett,

>>

>> Steve Helton (Cc'd) is the RLSC Maintenance Manager and is ready, willing and able to accommodate you in your efforts to have your robotics fleet maintained/sustained. He is our point man for inducting platforms for maintenance.

>>

>> ----break----

>>

>> Phil,

>>

>> Thanks for the intro, we'll get him taken care of.

>>

>> Respectfully,

>>

>> Adam Bennett

>> Product Support Integrator

>> AECOM Contractor
>> Robot Logistics Support Center
>> SFAE-CSS-FP-RS, MS 901
>> Building 1414, West Perimeter Road
>> Selfridge Air National Guard Base
>> Harrison Township, MI 48045

>>
>> Comm: 586-239-5347
>> Mobile: 586-215-5190

>> Disclaimer: I am not a contracting officer and I do not have the authority to obligate the government contractually or to modify an existing contract.

>>
>> -----Original Message-----

>> From: Phil Herndon [mailto:pherndon@endeavorrobotics.com]
>> Sent: Friday, December 1, 2017 1:41 PM
>> To: Bennett, Adam M CTR USARMY PEO CS CSS (US)
>> <adam.m.bennett3.ctr@mail.mil>; michael.rockett@pol.state.ma.us;
>> william.farwell11@gmail.com
>> Subject: [Non-DoD Source] Intro

>> All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

>>
>>
>>
>>
>>
>>
>> Adam,

>> Mike Rockett is the 1SG for the 387th.

>> Billy will be the guy that has all of their info about current fleet status on 310, 510, and talon.

>> Adam is my main POC at RLSC and if he can't help you, you can't be helped.

>>
>>
>>
>> Phil

>>
>>
>>
>> Phil Herndon

>> USA, EOD, RET
>>
>> Senior Robotics Product Manager
>>
>> Endeavor Robotics | 19 Alpha Rd Chelmsford, MA 01824 <
>> x-apple-data-detectors://0/0 >
>>
>> C - GL. c. 4, sec. 7 cl. 26(o) Privacy
>>
>> O - 978-769-9366
>>
>> Robots That Make A Difference
>>
>>
>>
>

Farrell, Sean (POL)

From: Egnitz, Brian (POL)
Sent: Friday, February 23, 2018 9:20 AM
To: Mason, Christopher (POL)
Subject: Robot

<https://www.google.com/amp/s/amp.theguardian.com/technology/2018/feb/21/boston-dynamics-teaching-robot-dog-fight-back-humans>

DATE: 01/19/18

TO: BUNNELL, TED
MA STATE AGENCY FOR FEDERAL SURPLUS
(FAX) 000-000-0000

FROM: Federal Acquisition Service / QSC

Dear SASP Approving Official:

Attached is a GSA Allocating Official (AO) electronically approved computer generated Transfer Order for Surplus Property.

Please coordinate pick up of your property items by contacting the Reporting activity or Property Custodian listed on the attached Transfer Order.

If you have any questions, you may contact either the GSA AO or the Reporting Activity listed in the Transfer Order.

TRANSFER ORDER (NUMBER: 25 8 0041 25)
SURPLUS PERSONAL PROPERTY

Page: 1

To: General Services Administration: Ordering Agency: Agency Bureau: 4757

GSA/FSS (4FD)
PEACTHREE SUMMIT BLDGG
401 WEST PEACHTREE ST. SUITE 2600
ATLANTA GA 30308

MA STATE AGENCY FOR FEDERAL SURPLUS
PROCUREMENT AND GENERAL SERVICES
1 ASHBURTON PLACE 10TH FLOOR
BOSTON MA 02108

APO: SHELIA BLOUNT
404-331-0538 (FAX) 404-331-1877

BUNNELL, TED
617-720-3170

Reporting Activity: Agency Bureau: 9724 (FAX) 000-000-0000

BUNNELL, TED
(FAX) 000-000-0000

495 SUMMER STREET

Ship To:

BOSTON MA 022102138

Scott McMillan
857-268-4712 (FAX)

SGT. JOHN GOSLIN - MARINE UNIT
MA STATE POLICE
211 BEVERLY ST BOSTON, MA 02114
617-740-7820

Location of Property:

78 Fourth Avenue

Shipping Instructions:

Waltham MA 02451
Linda Chafets
617-868-5600 (FAX) 000-000-0000
GSA APO Email : SHELIA.BLOUNT@GSA.GOV
Screener Email : THEODORE.BUNNELL@STATE.MA.US
POC Email : Scott.McMillan@dcma.mil
Custodian Email: Scott.McMillan@dcma.mil

The State agency agrees to the terms and conditions of this transfer as outlined in the SF 123 Certifications, Agreements, and Assurances certification document executed on 09/06/2016.

Ordering Agency Approval:
Signature: Sd/- BUNNELL, TED
Date: 01/19/2018
Title: Approving Official

GSA Approval:
Signature: Sd/- REED, TARONDA
Date: 01/19/2018
Title: GSA Area Property Officer

		ITEM LIST			
Item Control No.	Stock No.	Qty.	Unit Cost	UI Cond	Fair Mkt Val
S2206A 7361 0006	3950	1	\$1,980.00	EA U4	
Item Name: GANTRY CRANE, 20' FIXED HEIGHT					
SRD: 18JAN2018 Demil: A					
CL#0006 Ref#0Y756-0Y75601061			PLCLCs#S2206A-4757		

ITEM LIST (Continued)
 TRANSFER ORDER NUMBER: 25 8 0041 25

Page: 2

Item Control No.	Stock No.	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
S2206A 7361 001B	3950	1	\$2,367.00	EA	U4	
Item Name: GANTRY CRANE						
SRD: 18JAN2018 Demil: A						
Model: Low Headroom Trolley						
CL#0005	Ref#0Y756-0Y75600252					PLCLCs#S2206A-4747
S2206A 7361 0017	3950	1	\$284.00	UN	U4	
Item Name: STAINLESS STEEL HOIST TROLLEY 4400 LB CAP						
SRD: 18JAN2018 Demil: A						
Model: Hoist Trolley with M						
CL#0009	Ref#0Y756-0Y75600253					PLCLCs#S2206A-4747
S2206A 7361 0032	3950	1	\$284.00	EA	U4	
Item Name: MANUAL TROLLEY						
SRD: 18JAN2018 Demil: A						
Model: Hoist Trolley						
CL#0038	Ref#0Y756-0Y75600252					PLCLCs#S2206A-4747

Grand Total for 4 Line(s): \$4,915.00

Exception to SF-123 approved by GSA Form Policy and Management, view the certification at https://gsaccess.gov/htm/docs/SF123_Certification.pdf.

REQUISITION AND INVOICE/SHIPPING DOCUMENT

1. FROM: (Include ZIP Code) BOSTON DYNAMICS, INC 78 FOURTH AVE. WALTHAM, MA 02451 US	SHEET NO. 1	NO. OF SHEETS 1	5. REQUISITION DATE 20180126	6. REQUISITION NUMBER 0Y756-R00032 and R00033
	7. DATE MATERIAL REQUIRED (YYYYMMDD)			8. PRIORITY
2. TO: (Include ZIP Code)	9. AUTHORITY OR PURPOSE GSA TRANSFER #258004125			
	10. SIGNATURE		11a. VOUCHER NUMBER & DATE (YYYYMMDD)	
3. SHIP TO - MARK FOR MASSACHUSETTS STATE POLICE MARINE UNIT ATTN; SGT JOHN GOSLIN 211 BEVERLY STREET BOSTON, MA 02114	12. DATE SHIPPED (YYYYMMDD)		b.	
	13. MODE OF SHIPMENT		14. BILL OF LADING NUMBER	
	15. AIR MOVEMENT DESIGNATOR OR PORT REFERENCE NO.			

4. APPROPRIATIONS DATA CUSTOMER PICK UP	AMOUNT
--	--------

ITEM NO. (a)	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES (b)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CONTAINER (f)	CON-TAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)
1	GANTRY CRANE LINE ITEM 00005 S2206A-4747 0Y756-0Y75600252	EA	1				\$2,367.00	\$2,367.00
2	MANUAL TROLLEY LINE ITEM 0038 S2206A-4747 0Y756-0Y75600252	EA	1				\$284.00	\$284.00
3	STAINLESS STEEL HOIST TROLLEY 4400LB CAP LINE ITEM 0009 S2206A-4747 0Y756-0Y75600253	EA	1				\$284.00	\$284.00
4	GANTRY CRANE, 20' FIXED HEIGHT LINE ITEM 0006 S2206A-4757 0Y756-0Y75601061	EA	1				\$1,980.00	\$1,980.00
PROPERTY RECEIVED BY/DATE:								\$0.00

16. TRANSPORTATION VIA AMC OR MSC CHARGEABLE TO						17. SPECIAL HANDLING				
18. RECEIVING DEPARTMENT	ISSUED BY	TOTAL CONTAINERS	TYPE CONTAINER	DESCRIPTION	TOTAL WEIGHT	TOTAL CUBE	19. CONTAINERS RECEIVED EXCEPT AS NOTED	DATE (YYYYMMDD)	BY	SHEET TOTAL
	CHECKED BY							DATE (YYYYMMDD)	BY	GRAND TOTAL
	PACKED BY						20. RECEIVER'S VOUCHER NO.	DATE (YYYYMMDD)	BY	
	← TOTAL →									

Requisition Number: 0Y756-R00032 **Requisition**

Requisition Date: 26 Jan 2018 Date Approved: 26 Jan 2018

<p>FROM</p> <p>DCMA PLANT CLEARANCE GROUP 495 SUMMER STREET BOSTON, MASSACHUSETTS 02210 US</p> <p>POC Name: Scott McMillan Phone: 857 268 4712 Ext: Fax: E-Mail: SCOTT.MCMILLAN@DCMA.MIL</p>	<p>TO</p> <p>BOSTON DYNAMICS, INC. 78 FOURTH AVE WALTHAM, MA 02451 US</p> <p>POC Name: Linda Chafets Phone: 617-868-5600 Ext: 222 Fax: 617-868-5907 E-Mail: lchafets@bostondynamics.com</p>
--	---

<p>SHIP TO</p> <p>MASSACHUSETTS STATE POLICE MARINE UNIT 211 BEVERLY STREET BOSTON, MA 02114 US</p> <p>POC Name: SGT. JOHN GOSLIN Phone: 617-740-7820 Ext: Fax: E-Mail: JOHN.GOSLIN@STATE.MA.US</p>	<p>PCH Appropriations: N/A</p> <p>Trans Appropriations: N/A</p> <p>Date Material Required: 28 Feb 2018</p> <p>Priority:</p> <p>Authorizing Officials: Scott McMillan</p> <p>Edit Remarks: THIS WILL BE A CUSTOMER PICK UP. GSA TRANSFER ORDER #258004125</p>
---	---

REQUISITION LINE ITEM(S)

Requisition Line Item No: 0001	Schedule Reference No: 0Y756-0Y75600252		
Case Number: S2206A-4747	Quantity Requested: 1	Quantity Issued: 1	
Line Item No: 0005	Unit Measure: EA	Unit Cost: \$2,367.00	Total Cost: \$2,367.00
NSN / Description: Gantry crane	Condition Code: AU		
Demil Code:	Voucher Date:	Mode of Shipment:	
Voucher Number:	QAR Inspection Required:	Bill of Lading:	
Date Shipped:			
Special Handling:			
Disposition Type CD: UO	TCN:		

Requisition Line Item No: 0002	Schedule Reference No: 0Y756-0Y75600252		
Case Number: S2206A-4747	Quantity Requested: 1	Quantity Issued: 1	
Line Item No: 0038	Unit Measure: EA	Unit Cost: \$284.00	Total Cost: \$284.00
NSN / Description: Manual trolley	Condition Code: AU		
Demil Code:			

Voucher Number:

Voucher Date:

Mode of Shipment:

Date Shipped:

QAR Inspection
Required:

Bill of Lading:

Special Handling:

Disposition Type
CD: UO

TCN:

Requisition Line
Item No: 0003

Schedule Reference
No: 0Y756-0Y75600253

Case Number: S2206A-4747

Quantity
Requested: 1

Quantity Issued: 1

Line Item No: 0009 Unit
Measure: UN

Unit Cost: \$284.00

Total Cost: \$284.00

NSN / Description: Stainless steel hoist trolley 4400 lb cap

Demil Code:

Condition Code: AU

Voucher Number:

Voucher Date:

Mode of Shipment:

Date Shipped:

QAR Inspection
Required:

Bill of Lading:

Special Handling:

Disposition Type
CD: UO

TCN:

Requisition Number: 0Y756-R00033 **Requisition**

Requisition Date: 26 Jan 2018

Date Approved: 26 Jan 2018

<p>FROM</p> <p>DCMA PLANT CLEARANCE GROUP 495 SUMMER STREET BOSTON, MASSACHUSETTS 02210 US</p> <p>POC Name: Scott McMillan Phone: 857 268 4712 Ext: Fax: E-Mail: SCOTT.MCMILLAN@DCMA.MIL</p>	<p>TO</p> <p>BOSTON DYNAMICS, INC. 78 FOURTH AVE WALTHAM, MA 02451 US</p> <p>POC Name: Linda Chafets Phone: 617-868-5600 Ext: 222 Fax: 617-868-5907 E-Mail: lchafets@bostondynamics.com</p>
---	--

<p>SHIP TO</p> <p>MASSACHUSETTS STATE POLICE MARINE UNIT 211 BEVERLY STREET BOSTON, MA 02114 US</p> <p>POC Name: SGT. JOHN GOSLIN Phone: 617-740-7820 Ext: Fax: E-Mail: JOHN.GOSLIN@STATE.MA.US</p>	<p>PCH Appropriations: N/A Trans Appropriations: N/A Date Material Required: 28 Feb 2018 Priority: Authorizing Officials: Scott McMillan Edit Remarks: THIS WILL BE A CUSTOMER PICK UP. GSA TRANSFER ORDER #258004125</p>
--	---

REQUISITION LINE ITEM(S)

Requisition Line Item No: 0001	Schedule Reference No: 0Y756-0Y75601061		
Case Number: S2206A-4757	Quantity Requested: 1	Quantity Issued: 1	
Line Item No: 0006	Unit Measure: EA	Unit Cost: \$1,980.00	Total Cost: \$1,980.00
NSN / Description: Gantry crane, 20' fixed height			
Demil Code:	Condition Code: AU		
Voucher Number:	Voucher Date:	Mode of Shipment:	
Date Shipped:	QAR Inspection Required:	Bill of Lading:	
Special Handling:			
Disposition Type: UO	TCN:		
CD:			

DATE: 01/19/18

TO: BUNNELL, TED
MA STATE AGENCY FOR FEDERAL SURPLUS
(FAX) 000-000-0000

FROM: Federal Acquisition Service / QSC

Dear SASP Approving Official:

Attached is a GSA Allocating Official (AO) electronically approved computer generated Transfer Order for Surplus Property.

Please coordinate pick up of your property items by contacting the Reporting activity or Property Custodian listed on the attached Transfer Order.

If you have any questions, you may contact either the GSA AO or the Reporting Activity listed in the Transfer Order.

TRANSFER ORDER (NUMBER: 25 8 0041 25)
SURPLUS PERSONAL PROPERTY

Page: 1

To: General Services Administration: Ordering Agency: Agency Bureau: 4757

GSA/FSS (4FD)
PEACHTREE SUMMIT BLDGG
401 WEST PEACHTREE ST. SUITE 2600
ATLANTA GA 30308

MA STATE AGENCY FOR FEDERAL SURPLUS
PROCUREMENT AND GENERAL SERVICES
1 ASHBURTON PLACE 10TH FLOOR
BOSTON MA 02108

APO: SHELIA BLOUNT
404-331-0538 (FAX) 404-331-1877

BUNNELL, TED
617-720-3170
BUNNELL, TED

Reporting Activity: Agency Bureau: 9724 (FAX) 000-000-0000

495 SUMMER STREET

Ship To:

BOSTON MA 022102138

SGT. JOHN GOSLIN - MARINE UNIT
MA STATE POLICE
211 BEVERLY ST BOSTON, MA 02114
617-740-7820

Scott McMillan
857-268-4712 (FAX)

Shipping Instructions:

Location of Property:

78 Fourth Avenue

Waltham MA 02451
Linda Chafets
617-868-5600 (FAX) 000-000-0000

GSA APO Email : SHELIA.BLOUNT@GSA.GOV
Screener Email : THEODORE.BUNNELL@STATE.MA.US
POC Email : Scott.McMillan@dcma.mil
Custodian Email: Scott.McMillan@dcma.mil

The State agency agrees to the terms and conditions of this transfer as outlined in the SF 123 Certifications, Agreements, and Assurances certification document executed on 09/06/2016.

Ordering Agency Approval:
Signature: Sd/- BUNNELL, TED
Date: 01/19/2018
Title: Approving Official

GSA Approval:
Signature: Sd/- REED, TARONDA
Date: 01/19/2018
Title: GSA Area Property Officer

ITEM LIST						
Item Control No.	Stock No.	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
S2206A 7361 0006	3950	1	\$1,980.00	EA	U4	
Item Name: GANTRY CRANE, 20' FIXED HEIGHT						
SRD: 18JAN2018 Demil: A						
CL#0006 Ref#0Y756-0Y75601061			PLCLCs#S2206A-4757			

ITEM LIST (Continued)
TRANSFER ORDER NUMBER: 25 8 0041 25

Page: 2

Item Control No.	Stock No.	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
S2206A 7361 001B	3950	1	\$2,367.00	EA	U4	
Item Name: GANTRY CRANE						
SRD: 18JAN2018 Demil: A						
Model: Low Headroom Trolley						
CL#0005 Ref#0Y756-0Y75600252 PLCLCs#S2206A-4747						
S2206A 7361 0017	3950	1	\$284.00	UN	U4	
Item Name: STAINLESS STEEL HOIST TROLLEY 4400 LB CAP						
SRD: 18JAN2018 Demil: A						
Model: Hoist Trolley with M						
CL#0009 Ref#0Y756-0Y75600253 PLCLCs#S2206A-4747						
S2206A 7361 0032	3950	1	\$284.00	EA	U4	
Item Name: MANUAL TROLLEY						
SRD: 18JAN2018 Demil: A						
Model: Hoist Trolley						
CL#0038 Ref#0Y756-0Y75600252 PLCLCs#S2206A-4747						

Grand Total for 4 Line(s): \$4,915.00

Exception to SF-123 approved by GSA Form Policy and Management, view the certification at https://gsaccess.gov/htm/docs/SF123_Certification.pdf.

Farrell, Sean (POL)

From: iRobot <noreply@irobot.com>
Sent: Tuesday, January 16, 2018 9:01 AM
To: Dwelly, Gregory (POL)
Subject: Thank you for creating an account with iRobot!

Thank you for creating an account with iRobot!

iRobot

Thank you for creating an account with iRobot!

Your username is: Gregory.dwelly@pol.state.ma.us



© iRobot Corporation. iRobot is a registered trademark of iRobot Corporation. All rights reserved. iRobot Corporation, 8 Crosby Drive, Bedford, MA 01730 – [View our privacy policy.](#)

Farrell, Sean (POL)

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Wednesday, January 03, 2018 2:55 PM
To: Crouse, David (POL)
Cc: Jason Marshall
Subject: Endeavor (iRobot) Camera Live Stream

Sergeant Crouse,

If you are available, we would be interested in learning more about the options you have explored to stream video from your Endeavor robot. We are currently in a similar position and not very thrilled with the options so far. Maybe we can set up a call for next week to discuss? We would suggest Wednesday at 9am or 11:30am but we are flexible and will work around your schedule.

Thanks,
- Matt Spillane

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

(G.L. c. 4, sec. 74I, 26C) Privacy (cell)

matthew.spillane@pd.boston.gov

Farrell, Sean (POL)

From: Boyle, Christopher (POL)
Sent: Tuesday, January 02, 2018 1:09 PM
To: Schumaker, Robert (POL)
Subject: Re: Updated camera list

Thanks Schu.

Sent using OWA for iPhone

From: Schumaker, Robert (POL)
Sent: Tuesday, January 2, 2018 11:28:22 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

Chris,

We don't have that capability with the STOP Team robot. The Endeavor robots are run by the Bomb Unit. Dave Crouse would be the best person to talk to about how to adapt that capability with the watch center. Our robot (recon robotics) only sends it back to the operator. It has a very limited range. Hope this helps.

Schu

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(e) Privacy

(o) 978-772-8800

(f) 978-772-6021

From: Boyle, Christopher (POL)
Sent: Tuesday, January 2, 2018 9:37 AM
To: Schumaker, Robert (POL)
Subject: Fw: Updated camera list

Hey Lt,

Happy New Year. Sgt Matt Spillane from BPD has been working with us in regards to camera access in the new Watch Center. He has a question in regards to streaming robot footage. Is this something that you might be able to answer for him?

Thanks,

Boyle

Sent using OWA for iPhone

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Tuesday, January 2, 2018 8:10:25 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

Hi Chris,

Do you have a contact at MSP SWAT or know how they were able to stream video from their Endeavor Robot (formerly iRobot)? We are exploring options to have ours stream to the FLIR system so officers in the field can all see the video on their iPads.

Thanks,
- Matt

Sergeant Matthew Spillane
Boston Police

Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)
matthew.spillane@pd.boston.gov

On Wed, Dec 27, 2017 at 11:17 AM, Boyle, Christopher (POL) <christopher.boyle@state.ma.us> wrote:

Matt,

Received. Thanks.

Sergeant Christopher Boyle

Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

Commonwealth Watch Center

Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

Christopher.boyle@state.ma.us

From: Matthew Spillane (Sgt.) [mailto:matthew.spillane@pd.boston.gov]
Sent: Wednesday, December 27, 2017 11:11 AM
To: Boyle, Christopher (POL) <christopher.boyle@MassMail.State.MA.US>
Subject: Fwd: Updated camera list

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7d. 26(c) Privacy (cell)

matthew.spillane@pd.boston.gov

----- Forwarded message -----

From: Louis Madeira <louis.madeira@pd.boston.gov>
Date: Tue, Dec 19, 2017 at 10:47 AM
Subject: Updated camera list
To: Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>, Sgt Matt Spillane <matthew.spillane@pd.boston.gov>
Cc: John Daley <John.Daley@pd.boston.gov>

Sir,

here is an updated camera list which shows camera placements on both the FLIR and Genetec camera systems. This list only pertains to BTD traffic cameras and Homeland\BPD camera placements.

Please be advised that there have been cameras that have been added and removed from both systems since the last updated list was compiled on (November 7th 2017). Thank you.

--

Respectfully,

Police Officer Lou Madeira
Boston Police Department
Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672

Farrell, Sean (POL)

From: Schumaker, Robert (POL)
Sent: Tuesday, January 02, 2018 11:20 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

I cant answer for the robots the Bomb unit uses. Our robot has a very limited range. It sends back info to the operator (who is fairly close to the robot). We don't even see tit

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 cl. 26(e) Privacy

(o) 978-772-8800

(f) 978-772-6021

From: Boyle, Christopher (POL)
Sent: Tuesday, January 2, 2018 9:37 AM
To: Schumaker, Robert (POL)
Subject: Fw: Updated camera list

Hey Lt,

Happy New Year. Sgt Matt Spillane from BPD has been working with us in regards to camera access in the new Watch Center. He has a question in regards to streaming robot footage. Is this something that you might be able to answer for him?

Thanks,

Boyle

Sent using OWA for iPhone

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Tuesday, January 2, 2018 8:10:25 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

Hi Chris,

Do you have a contact at MSP SWAT or know how they were able to stream video from their Endeavor Robot (formerly iRobot)? We are exploring options to have ours stream to the FLIR system so officers in the field can all see the video on their iPads.

Thanks,
- Matt

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)

matthew.spillane@pd.boston.gov

On Wed, Dec 27, 2017 at 11:17 AM, Boyle, Christopher (POL) <christopher.boyle@state.ma.us> wrote:

Matt,

Received. Thanks.

Sergeant Christopher Boyle

Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

Commonwealth Watch Center

Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

Christopher.boyle@state.ma.us

From: Matthew Spillane (Sgt.) [mailto:matthew.spillane@pd.boston.gov]

Sent: Wednesday, December 27, 2017 11:11 AM

To: Boyle, Christopher (POL) <christopher.boyle@MassMail.State.MA.US>

Subject: Fwd: Updated camera list

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)

matthew.spillane@pd.boston.gov

----- Forwarded message -----

From: **Louis Madeira** <louis.madeira@pd.boston.gov>

Date: Tue, Dec 19, 2017 at 10:47 AM

Subject: Updated camera list

To: Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>, Sgt Matt Spillane
<matthew.spillane@pd.boston.gov>

Cc: John Daley <John.Daley@pd.boston.gov>

Sir,

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Please be advised that there have been cameras that have been added and removed from both systems since the last updated list was
compiled on (November 7th 2017). Thank you.

Respectfully,

Police Officer Lou Madeira
Boston Police Department
Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma, 02120

(617) 991-6672

Farrell, Sean (POL)

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Tuesday, January 02, 2018 9:45 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

Happy new year to you too. Thanks very much appreciate it.

On Tue, Jan 2, 2018 at 9:38 AM Boyle, Christopher (POL) <christopher.boyle@state.ma.us> wrote:
Hey Matt,

Happy New Year.

I'm working on getting an answer for you.

Chris

Sent using OWA for iPhone

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Tuesday, January 2, 2018 8:10:25 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

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Thanks,
- Matt

Sergeant Matthew Spillane
Boston Police

Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
(G.L. c. 4, sec. 7 cl. 26(c) Privacy) (cell)
matthew.spillane@pd.boston.gov

On Wed, Dec 27, 2017 at 11:17 AM, Boyle, Christopher (POL) <christopher.boyle@state.ma.us> wrote:

Matt,

Received. Thanks.

Sergeant Christopher Boyle

Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

Commonwealth Watch Center

Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

Christopher.boyle@state.ma.us

From: Matthew Spillane (Sgt.) [<mailto:matthew.spillane@pd.boston.gov>]
Sent: Wednesday, December 27, 2017 11:11 AM
To: Boyle, Christopher (POL) <christopher.boyle@MassMail.State.MA.US>
Subject: Fwd: Updated camera list

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)

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Respectfully,

Police Officer Lou Madeira
Boston Police Department
Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672

Sergeant Matthew Spillane
Boston Police
Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)
matthew.spillane@pd.boston.gov

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Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
(G.L. c. 4, sec. 7 el. 26(c) Privacy) (cell)
matthew.spillane@pd.boston.gov

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Sergeant Christopher Boyle

Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

Commonwealth Watch Center

Cell: (G.L. c. 4, sec. 7 el. 26(c) Privacy)

Christopher.boyle@state.ma.us

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Sent: Wednesday, December 27, 2017 11:11 AM
To: Boyle, Christopher (POL) <christopher.boyle@MassMail.State.MA.US>
Subject: Fwd: Updated camera list

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7 cl. 26(c) Privacy cell)

matthew.spillane@pd.boston.gov

----- Forwarded message -----

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Cc: John Daley <John.Daley@pd.boston.gov>

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Respectfully,

Police Officer Lou Madeira
Boston Police Department
Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672



Endeavor ROBOTICS™

19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237

Remit To:
Endeavor Robotics
PO Box 842292
Boston, MA 02284-2292

Invoice

Page: 1

Invoice Number: PSVCI00108
Invoice Date: 12/20/2017
P.O. Number

Order No.: SORD000058

Bill

To: Commonwealth of Massachusetts
Executive Office for Administration & Finance
Department of Fire Services
STOW, MA 1775
United States

Ship

To: Commonwealth of Massachusetts
Executive Office for Administration &
Department of Fire Services
STOW, MA 1775
United States

SalesPerson Kim Monti
Terms Net 30 Days
Due Date 1/19/2018

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
18941 Assy,PCB,Head Elec,PackBot FasTac	Each	1	1	2,604.22	2,604.22
21608 Labor, Endeavor, FSE	Hour	8	8	154.00	1,232.00
22338 Endeavor – Repair Order,Administration	Hour	2	2	140.29	280.58

Wire information:

Bank Name: PNC Bank, NA
Bank Address: East Brunswick, NJ
SWIFT: PNCCUS33
ABA Routing No.: G.L. c. 4, sec. 7 et. 26
Account Number: G.L. c. 4, sec. 7 et. 26

Subtotal:	4,116.80
Invoice Discount:	0.00
Tax:	0.00
Total USD:	4,116.80

Farrell, Sean (POL)

From: Boyle, Christopher (POL)
Sent: Tuesday, January 02, 2018 1:09 PM
To: Schumaker, Robert (POL)
Subject: Re: Updated camera list

Thanks Schu.

Sent using OWA for iPhone

From: Schumaker, Robert (POL)
Sent: Tuesday, January 2, 2018 11:28:22 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

Chris,

We don't have that capability with the STOP Team robot. The Endeavor robots are run by the Bomb Unit. Dave Crouse would be the best person to talk to about how to adapt that capability with the watch center. Our robot (recon robotics) only sends it back to the operator. It has a very limited range. Hope this helps.

Schu

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462

(c) G.L. c. 4, sec. 7 et. 26(c) Privacy
(O) 978-772-8800
(f) 978-772-6021

From: Boyle, Christopher (POL)
Sent: Tuesday, January 2, 2018 9:37 AM
To: Schumaker, Robert (POL)
Subject: Fw: Updated camera list

Hey Lt,

Happy New Year. Sgt Matt Spillane from BPD has been working with us in regards to camera access in the new Watch Center. He has a question in regards to streaming robot footage. Is this something that you might be able to answer for him?

Thanks,

Boyle

Sent using OWA for iPhone

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Thanks,
- Matt

Sergeant Matthew Spillane
Boston Police

Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)
matthew.spillane@pd.boston.gov

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Matt,

Received. Thanks.

Sergeant Christopher Boyle

Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

Commonwealth Watch Center

Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

Christopher.boyle@state.ma.us

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Subject: Fwd: Updated camera list

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

G.L. c. 4, sec. 7 d. 26(c) Privacy (cell)

matthew.spillane@pd.boston.gov

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Date: Tue, Dec 19, 2017 at 10:47 AM
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--

Respectfully,

Police Officer Lou Madeira
Boston Police Department
Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672

Farrell, Sean (POL)

From: Schumaker, Robert (POL)
Sent: Tuesday, January 02, 2018 11:20 AM
To: Boyle, Christopher (POL)
Subject: Re: Updated camera list

I cant answer for the robots the Bomb unit uses. Our robot has a very limited range. It sends back info to the operator (who is fairly close to the robot). We don't even see tit

Lieutenant Robert G. Schumaker
Special Tactical Operations Team
59 Buena Vista Street
Devens, MA. 01462
(c) G.L. c. 4, sec. 7 cl. 26(e) Privacy
(0) 978-772-8800
(f) 978-772-6021

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1 Schroeder Plaza

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Massachusetts State Police

Division Of Homeland Security and Domestic Preparedness

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Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

(G.L. c. 4, sec. 7 cl. 26(c) Privacy) (cell)

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Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672

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Boston Police

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1 Schroeder Plaza
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Massachusetts State Police

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Commonwealth Watch Center

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Bureau of Administration & Technology
Telecommunications Division
One Schroeder Plaza Boston Ma. 02120

(617) 991-6672

Farrell, Sean (POL)

From: Laura Timmins <ltimmins@endeavorrobotics.com>
Sent: Thursday, December 21, 2017 11:07 AM
To: Lee, Cheri (POL)
Cc: Deb Bourgoine
Subject: Endeavor's Invoice
Attachments: Endeavor Robotics - Invoice PSVCI00108.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning,

Attached please find the invoice for the repair.

Thank you,

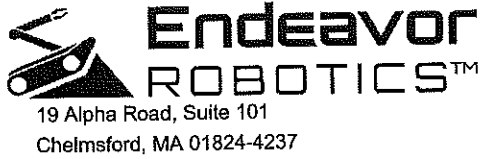
Happy Holidays!!!!

Laura

Laura Timmins
Contracts Manager

Endeavor Robotics
19 Alpha Road
Chelmsford, MA 01824
Office: 978-769-9404
Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy
ltimmins@endeavorrobotics.com





Remit To:
Endeavor Robotics
PO Box 842292
Boston, MA 02284-2292

Invoice

Page: 1

Invoice Number: PSVCI00108
Invoice Date: 12/20/2017
P.O. Number

Order No.: SORD000058

Bill To: Commonwealth of Massachusetts
Executive Office for Administration & Finance
Department of Fire Services
STOW, MA 1775
United States

Ship To: Commonwealth of Massachusetts
Executive Office for Administration &
Department of Fire Services
STOW, MA 1775
United States

SalesPerson Kim Monti
Terms Net 30 Days
Due Date 1/19/2018

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
18941 Assy,PCB,Head Elec,PackBot FasTac	Each	1	1	2,604.22	2,604.22
21608 Labor, Endeavor, FSE	Hour	8	8	154.00	1,232.00
22338 Endeavor – Repair Order,Administration	Hour	2	2	140.29	280.58

Wire information:
Bank Name: PNC Bank, NA
Bank Address: East Brunswick, NJ
SWIFT: PNCCUS33
ABA Routing No. 6.1, c. 4, sec. 7 cl. 26(c) Privacy
Account Number: [REDACTED]

Subtotal: 4,116.80
Invoice Discount: 0.00
Tax: 0.00
Total USD: 4,116.80

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Tuesday, December 19, 2017 2:55 PM
To: Laura Timmins; Jones, Daniel (DFS)
Subject: RE: Endeavor Acceptance Form for the 510 PackBot
Attachments: Endeavor Robot acceptance.pdf

Tracking:	Recipient	Delivery
	Laura Timmins	
	Jones, Daniel (DFS)	Delivered: 12/19/2017 2:55 PM

Good Afternoon Laura-

Attached please find the signed acceptance form.

Merry Christmas!
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email *****please note new email address***

From: Laura Timmins [mailto:ltimmins@endeavorrobotics.com]
Sent: Monday, December 18, 2017 5:13 PM
To: Jones, Daniel (DFS)
Cc: Lee, Cheri (POL)
Subject: FW: Endeavor Acceptance Form for the 510 PackBot

Good Afternoon,

This is a follow up to my previous email.

I am trying to clear up this acceptance before year end.

Can you please sign and return the acceptance form to my attention.

Thank you,

Laura

From: Laura Timmins
Sent: Thursday, November 30, 2017 4:13 PM
To: 'daniel.jones@massmail.state.ma.us' <daniel.jones@massmail.state.ma.us>
Subject: Endeavor Acceptance Form for the 510 PackBot

Good Afternoon,

Attached please find the Acceptance form for the repair of the 510 PackBot Arm.

Steve Sicard picked this up on Tuesday.

Once you have inspected and accepted can you please return the signed copy to my attention.

Thank you,

Laura


Laura Timmins
Contracts Manager

Endeavor Robotics
19 Alpha Road
Chelmsford, MA 01824
Office: 978-769-9404
Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy
ltimmings@endeavorrobotics.com



Endeavor Robotics
 19 Alpha Road
 Chelmsford, MA 01824
 Phone: 978-769-9404

Acceptance Form

Customer:	Department of State Police																
Purchase Order/Contract Nos.:	PO-16-1021-DFS-DFS01-00000007724:3																
Purchase Order/Contract Dates:	October 30, 2017																
Sales Order:	SORD000058																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Quantity</th> <th style="width: 35%;">Item No.</th> <th style="width: 50%;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>SORD 000058</td> <td>Repair of 510 PackBot Manipulator Arm</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Quantity	Item No.	Description	1	SORD 000058	Repair of 510 PackBot Manipulator Arm									
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1	SORD 000058	Repair of 510 PackBot Manipulator Arm															
Authorized Signature of Acceptance:		Endeavor Representative:															
 SGT. WILLIAM P. QUALLS #2439																	
Print Name:		Print Name: Laura Timmins															
SGT. MASS STATE POLICE																	
Title:		Title: Contracts Manager															
12/19/17																	
Date:		Date: 30 November 2017															

Upon inspection and acceptance of the repair, please sign and return to: Laura Timmins at ltimmins@endeavorrobotics.com or by fax at 781.960.0625.

Farrell, Sean (POL)

From: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>
Sent: Tuesday, December 19, 2017 12:56 PM
To: Quinn, Dermot (POL)
Cc: Jason Marshall; Louis Madeira
Subject: Fwd: Boston Police Robot

Good afternoon Lt Col Quinn,

Are you familiar with who works with your robot and what they are using to output its video stream during callouts? We would like to find out if this is the best solution to rebroadcast the video stream it produces and if you are happy with the approach you are using.

Thanks,
- Matt

Sergeant Matthew Spillane
Boston Police

Technology Services Division | Bureau of Administration and Technology
1 Schroeder Plaza
Boston, Massachusetts 02120
(617) 343-5019 (office)
G.L. c. 4, sec. 7E(2)(c) Privacy (cell)
matthew.spillane@pd.boston.gov

----- Forwarded message -----

From: Jordan Ott <jott@endeavorrobotics.com>
Date: Mon, Dec 18, 2017 at 8:45 PM
Subject: RE: Boston Police Robot
To: Jason Marshall <jason.marshall@pd.boston.gov>
Cc: "Matthew Spillane (Sgt.)" <matthew.spillane@pd.boston.gov>, Support <support@endeavorrobotics.com>, Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>, DL-TEAMS-FSE <DL-TEAMS-FSE@endeavorrobotics.com>

Mr. Marshall,

Please disregard my last. Apologies, I missed the note regarding the uPoint tablet config you folks have. A couple notes on the uPoint system. The tablet is capable of natively recording what is displayed on screen. Once you are connected to your system, towards the top of the screen you will see a small white circle with 00:00 next to it. Once this is activated the tablet will begin recording video and saving it on the hard disk of the tablet. In order to extract the video from the tablet, you will need to transfer the video files to a USB storage device. The USB connector is located on the left side of the tablet. You will most likely need to remove the handguard that is installed on the tablet to reveal the inputs and outputs of the device. When it comes to outputting video, you will need a Mini HDMI to HDMI cable. This will pipe the video out to any display, capture device, or broadcast device you may have. The mini HDMI connector is located on the left side of the tablet as well. We have worked with the MA State Police on this capability in the past. If you have a contact with the MSP, they may be able to assist with the implementation of capturing and outputting video. Working

with the MSP we were able to broadcast the tablet video out via 4G to be used during callouts. Let me know if you have any questions or issues and again, apologies on the confusion.

Regards,

Jordan Ott

Field Support Technician

Endeavor Robotics
19 Alpha Road,
Chelmsford, MA.01824

D: 978.769.9388

M: 781.999.3518
jott@EndeavorRobotics.com



From: Jordan Ott
Sent: Monday, December 18, 2017 8:18 PM
To: Jason Marshall <jason.marshall@pd.boston.gov>
Cc: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>; Support <support@endeavorrobotics.com>; Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>; DL-TEAMS-FSE <DL-TEAMS-FSE@endeavorrobotics.com>
Subject: RE: Boston Police Robot

Mr. Marshall,

Thank you for the further information. Based off of the supplied information, I would guess that you are using a green laptop to control the Packbot, correct? If that is the case, there is a VGA connector on the rear of the laptop. This is a standard video out connector that is found on many different computer monitors and capture devices. Simply plug in a VGA cable to this connector prior to powering on the laptop to output what is displayed on the controllers screen. If the VGA cable is plugged in after the laptop is powered on, you will not see any output. We unfortunately do not offer any particular capture or broadcast devices currently, however since the connector is a standard there are many different cables, capture devices, broadcast devices, etc. that will plug and play with the interface. Just for your reference, please see the link below for an example of a VGA type cable from Walmart:

<https://www.walmart.com/ip/Insten-3-VGA-HDD15-Male-to-Male-Monitor-Cable-3ft-Black/28880090?wmlspartner=wlpa&selectedSellerId=1375&adid=222222227019472974&wl0=&wl1=g&wl2=c&wl3=52599810311&wl4=pla-84481840871&wl5=9007654&wl6=&wl7=&wl8=&wl9=pla&wl10=112561991&wl11=online&wl12=28880090&wl13=&veh=sem>

Once you get things squared away let me know, and of course, if you have further questions or concerns, please do not hesitate to contact me.

Regards,

Jordan Ott

Field Support Technician

Endeavor Robotics
19 Alpha Road,
Chelmsford, MA.01824

D: [978.769.9388](tel:978.769.9388)

M: [781.999.3518](tel:781.999.3518)
jott@EndeavorRobotics.com



From: Jason Marshall [<mailto:jason.marshall@pd.boston.gov>]

Sent: Monday, December 18, 2017 2:14 PM

To: Jordan Ott <jott@endeavorrobotics.com>

Cc: Matthew Spillane (Sgt.) <matthew.spillane@pd.boston.gov>; Support <support@endeavorrobotics.com>; Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>; DL-TEAMS-FSE <DL-TEAMS-FSE@endeavorrobotics.com>

Subject: Re: Boston Police Robot

This is the info we have on our robot:

iRobot 510 PackBot Robotic System includes Limited One (1) Year Warranty

- User Documentation(1)
- 510 PackBot Multi-Mission Chassis(1)
- Payload Connector Cover(6)
- Flipper Assembly(2)
- Antenna Connector Cover(2)
- Flipper Support(1)
- Manipulator 1.0 Arm(1)
- Head QuickClamp Adapter Kit(1)
- QuickClamp with Fireset(1)
- Battery Cradle(2)
- Battery Cradle Cover(2)
- Headset with Microphone(1)
- uPoint Operator Control Kit(1)
- GPS Port Cover (GPS Antenna sold separately)(1) - uPoint PackBot Robot Kit(1)
- BB-2590/2557 Dual High Rate Charger(1)
- BB-2590 Dual Battery Charger Adapter(1)
- Aware 2 Version 5: Robot Software License(1)
- Aware 2 Version 5: OCU Software License(1)

uPoint Tablet

BB-2590 Lithium Battery Pack (requires hazardous shipping) 4.9 GHz Large Patch Antenna With Pole Mount Kit

Antenna Tripod

4.9 GHz Omni Antenna With Vehicle Magnet Mount Kit uPoint Node

Service Plan, Mission Critical, 510 PackBot

On Thu, Dec 14, 2017 at 8:44 PM, Jordan Ott <jott@endeavorrobotics.com> wrote:

Sgt. Spillane,

Thank you for contacting the Endeavor Robotics Support Team. In order to give you more information with regards to your request, I will need a bit more information about the robot in question. To start, I will need the model of the system, or the serial number, or some pictures of the Robot and Controller. Once I have this info, I can let you know whether or not capturing and/or rebroadcasting video/audio is an option in your particular case. Please feel free to utilize my contact info below, or reply back to this email. Of course, if there are further questions or concerns, please do not hesitate to contact me.

Please be advised: I am currently on travel and may not be as responsive as I would like to be.

Regards,

Jordan Ott

Field Support Technician

Endeavor Robotics
19 Alpha Road,
Chelmsford, MA.01824

D: 978.769.9388

M: 781.999.3518
jott@EndeavorRobotics.com



From: Matthew Spillane (Sgt.) [mailto:matthew.spillane@pd.boston.gov]

Sent: Wednesday, December 13, 2017 8:25 AM

To: Support <support@endeavorrobotics.com>

Cc: Jason Marshall <jason.marshall@pd.boston.gov>; Shawn Romanoski <Shawn.Romanoski@pd.boston.gov>

Subject: Boston Police Robot

Good morning,

Our department currently uses a robot from iRobot. We are exploring options to capture the video feed from that device and rebroadcast it to either a field unit or back to operations/LECC at headquarters. I was hoping you could put me in touch with the appropriate contact at your organization to help us explore our options.

Thanks,

- Matt Spillane

Sergeant Matthew Spillane

Boston Police

Technology Services Division | Bureau of Administration and Technology

1 Schroeder Plaza

Boston, Massachusetts 02120

(617) 343-5019 (office)

(617) 777-8500 (cell)

matthew.spillane@pd.boston.gov

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Tuesday, December 19, 2017 8:33 AM
To: Nason, Joanne
Subject: FW: Endeavor Acceptance Form for the 510 PackBot
Attachments: Acceptance Form Comm of MA NOV2017.docx

Hi Joanne-

Would you mind getting this signed and returned if all is ok.

Thanks and Merry Christmas!
Cheri

From: Laura Timmins [mailto:ltimmins@endeavorrobotics.com]
Sent: Monday, December 18, 2017 5:13 PM
To: Jones, Daniel (DFS)
Cc: Lee, Cheri (POL)
Subject: FW: Endeavor Acceptance Form for the 510 PackBot

Good Afternoon,

This is a follow up to my previous email.

I am trying to clear up this acceptance before year end.

Can you please sign and return the acceptance form to my attention.

Thank you,

Laura

From: Laura Timmins
Sent: Thursday, November 30, 2017 4:13 PM
To: 'daniel.jones@massmail.state.ma.us' <daniel.jones@massmail.state.ma.us>
Subject: Endeavor Acceptance Form for the 510 PackBot

Good Afternoon,

Attached please find the Acceptance form for the repair of the 510 PackBot Arm.

Steve Sicard picked this up on Tuesday.

Once you have inspected and accepted can you please return the signed copy to my attention.

Thank you,

Laura

Laura Timmins
Contracts Manager

Endeavor Robotics
19 Alpha Road
Chelmsford, MA 01824
Office: 978-769-9404
Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy
ltimmins@endeavorrobotics.com



Endeavor Robotics
 19 Alpha Road
 Chelmsford, MA 01824
 Phone: 978-769-9404

Acceptance Form

Customer:	Department of State Police
Purchase Order/Contract Nos.:	PO-16-1021-DFS-DFS01-00000007724:3
Purchase Order/Contract Dates:	October 30, 2017
Sales Order:	SORD000058

Quantity	Item No.	Description
1	SORD 000058	Repair of 510 PackBot Manipulator Arm
Authorized Signature of Acceptance:		Endeavor Representative:
Print Name:		Print Name: Laura Timmins
Title:		Title: Contracts Manager
Date:		Date: 30 November 2017

Upon inspection and acceptance of the repair, please sign and return to: Laura Timmins at ltimmins@endeavorrobotics.com or by fax at 781.960.0625.

Farrell, Sean (POL)

From: Laura Timmins <ltimmins@endeavorrobotics.com>
Sent: Monday, December 18, 2017 5:13 PM
To: Jones, Daniel (DFS)
Cc: Lee, Cheri (POL)
Subject: FW: Endeavor Acceptance Form for the 510 PackBot
Attachments: Acceptance Form Comm of MA NOV2017.docx

Follow Up Flag: Follow up
Flag Status: Completed

Good Afternoon,

This is a follow up to my previous email.

I am trying to clear up this acceptance before year end.

Can you please sign and return the acceptance form to my attention.

Thank you,

Laura

From: Laura Timmins
Sent: Thursday, November 30, 2017 4:13 PM
To: 'daniel.jones@massmail.state.ma.us' <daniel.jones@massmail.state.ma.us>
Subject: Endeavor Acceptance Form for the 510 PackBot

Good Afternoon,

Attached please find the Acceptance form for the repair of the 510 PackBot Arm.

Steve Sicard picked this up on Tuesday.

Once you have inspected and accepted can you please return the signed copy to my attention.

Thank you,

Laura

Laura Timmins

Contracts Manager

Endeavor Robotics

19 Alpha Road

Chelmsford, MA 01824

Office: 978-769-9404

Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

ltimmins@endeavorrobotics.com



Farrell, Sean (POL)

From: Rockett, Michael (POL)
Sent: Monday, December 04, 2017 11:15 PM
To: Resch, Matthew T CTR USARMY PEO CS CSS (US); Billy Farwell
Cc: Helton, Steven W CTR USARMY PEO CS CSS (US); Clemente, Antonio G CTR USARMY PEO CS CSS (US)
Subject: Re: [Non-DoD Source] Intro

Gentlemen,
Thank you for your support, we appreciate Phil taking time out of his busy schedule to continue to support us. I can see SSG Farwell has already reached out, he is our SME for anything and everything involving our robotics at the shop and will be the primary POC for the 387 EOD. We are in a unique position right now as we continue to support our civilian counterparts with ongoing DSCA missions working both the Boston Marathon and Boston 4th of July every year since 2013. Currently we find ourselves moving into a possible deployment cycle. We truly appreciate the help streamlining the process to repair and replace our equipment. Thank you again for the assistance, and if there is anything we can do in the future for any of you please don't hesitate to reach out to us. Thank you.

V/r

Mike Rockett

From: Resch, Matthew T CTR USARMY PEO CS CSS (US)
<matthew.t.resch.ctr@mail.mil>
Sent: Monday, December 4, 2017 2:30 PM
To: Billy Farwell; Rockett, Michael (POL)
Cc: Helton, Steven W CTR USARMY PEO CS CSS (US); Clemente, Antonio G CTR USARMY PEO CS CSS (US)
Subject: RE: [Non-DoD Source] Intro

Sir,
Attached are the three forms you need to fill out and return to me. Once everything looks good I will then send you a TAC to ship.

If you have any questions please feel free to ask myself or my supply person Tony Clemente.

v/r

Matthew

Matthew Resch
Lead Robot Technician - Site Lead
Robotic Logistic Support Center (RLSC)
AECOM Contractor
TA 211, Bldg 5133
FLW, MO 65473
(W) 573- 596-0131 EXT 64554
(BB) 586-202-8005

Disclaimer: I am not a contracting officer and I do not have the authority to obligate the government contractually or to modify an existing contract.

-----Original Message-----

From: Helton, Steven W CTR USARMY PEO CS CSS (US)
Sent: Monday, December 4, 2017 1:04 PM
To: Billy Farwell <william.farwell1@gmail.com>;
michael.rockett@pol.state.ma.us
Cc: Resch, Matthew T CTR USARMY PEO CS CSS (US)
<matthew.t.resch.ctr@mail.mil>
Subject: RE: [Non-DoD Source] Intro

Good Afternoon,

I can certainly help put you in contact with your regional site tech lead to get the process started. Matt Resch is on the cc line and he is located at Fort Leonard Wood, Mo. We can better inform you of procedures to get systems sustained.

VR,
Steven Helton
Maintenance Manager
Robot Logistics Support Center (RLSC)
PM FP, SFAE-CSS-FP-RS
Bldg. 1414 West Perimeter Road
Selfridge ANGB, MI 48045
D: 586-239-5316 C: G.L. c. 4. sec. 7 cl. 26(c) Privacy
Email: steven.w.helton4.ctr@mail.mil

Disclaimer: I am not a contracting officer and I do not have the authority to obligate the government contractually or to modify an existing contract.

-----Original Message-----

From: Billy Farwell [mailto:william.farwell1@gmail.com]
Sent: Monday, December 4, 2017 1:31 PM
To: Bennett, Adam M CTR USARMY PEO CS CSS (US)
<adam.m.bennett3.ctr@mail.mil>
Cc: michael.rockett@pol.state.ma.us; Phil Herndon
<pherndon@endeavorrobotics.com>; Helton, Steven W CTR USARMY PEO CS CSS
(US) <steven.w.helton4.ctr@mail.mil>; Spiher, James L (Jim) CTR USARMY PEO
CS CSS (US) <james.l.spiher.ctr@mail.mil>
Subject: Re: [Non-DoD Source] Intro

Good afternoon gentlemen,

Thank you for the fast reply! Would 2404s be the best way to identify issues or a spreadsheet showing the issues for each system?

Thank you again Phil!

Billy

William Farwell
(781) 983-4750

Sent from my iPhone.

> On Dec 4, 2017, at 13:11, Bennett, Adam M CTR USARMY PEO CS CSS (US)
<adam.m.bennett3.ctr@mail.mil> wrote:

>
> 1SG Rockett,
>
> Steve Helton (Cc'd) is the RLSC Maintenance Manager and is ready,
willing and able to accommodate you in your efforts to have your robotics
fleet maintained/sustained. He is our point man for inducting platforms
for maintenance.

>
> ----break----

> Phil,
>
> Thanks for the intro, we'll get him taken care of.

> Respectfully,
>
> Adam Bennett
> Product Support Integrator
> AECOM Contractor
> Robot Logistics Support Center
> SFAE-CSS-FP-RS, MS 901
> Building 1414, West Perimeter Road
> Selfridge Air National Guard Base
> Harrison Township, MI 48045

> Comm: 586-239-5347
> Mobile: G.L. c. 4, sec. 7 cl. 26(c) Privacy

> Disclaimer: I am not a contracting officer and I do not have the
authority to obligate the government contractually or to modify an
existing contract.

>
>
> -----Original Message-----
> From: Phil Herndon [mailto:pherndon@endeavorrobotics.com]
> Sent: Friday, December 1, 2017 1:41 PM
> To: Bennett, Adam M CTR USARMY PEO CS CSS (US)
> <adam.m.bennett3.ctr@mail.mil>; michael.rockett@pol.state.ma.us;
> william.farwell1@gmail.com

> Subject: [Non-DoD Source] Intro
>
> All active links contained in this email were disabled. Please verify
the identity of the sender, and confirm the authenticity of all links
contained within the message prior to copying and pasting the address to a
Web browser.
>
>
> _____
>
>
> Adam,
>
> Mike Rockett is the ISG for the 387th.
>
> Billy will be the guy that has all of their info about current fleet
status on 310, 510, and talon.
>
> Adam is my main POC at RLSC and if he can't help you, you can't be
helped.
>
>
>
> Phil
>
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>
> Phil Herndon
>
> USA, EOD, RET
>
> Senior Robotics Product Manager
>
> Endeavor Robotics | 19 Alpha Rd Chelmsford, MA 01824 <
> x-apple-data-detectors://0/0 >
>
> C - G.L. c. 4. sec. 7 cl. 26(c) Privacy
>
> O - 978-769-9366
>
> Robots That Make A Difference
>
>
>

Farrell, Sean (POL)

From: Resch, Matthew T CTR USARMY PEO CS CSS (US) <matthew.t.resch.ctr@mail.mil>
Sent: Monday, December 04, 2017 2:30 PM
To: Billy Farwell;Rockett, Michael (POL)
Cc: Helton, Steven W CTR USARMY PEO CS CSS (US);Clemente, Antonio G CTR USARMY PEO CS CSS (US)
Subject: RE: [Non-DoD Source] Intro
Attachments: Unit shipping form.xlsx; Blank DD 1149.pdf; Blank DA FORM 2404.pdf

Sir,
Attached are the three forms you need to fill out and return to me. Once everything looks good I will then send you a TAC to ship.

If you have any questions please feel free to ask myself or my supply person Tony Clemente.

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Lead Robot Technician - Site Lead
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<pherndon@endeavorrobotics.com>; Helton, Steven W CTR USARMY PEO CS CSS
(US) <steven.w.helton4.ctr@mail.mil>; Spiher, James L (Jim) CTR USARMY PEO
CS CSS (US) <james.l.spiher.ctr@mail.mil>
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> Thanks for the intro, we'll get him taken care of.

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> Adam Bennett

> Product Support Integrator

> AECOM Contractor

> Robot Logistics Support Center

> SFAE-CSS-FP-RS, MS 901

> Building 1414, West Perimeter Road

> Selfridge Air National Guard Base

> Harrison Township, MI 48045

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> Mobile: G.L. c. 4, sec. 7 cl. 26(c) Privacy

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<adam.m.bennett3.ctr@mail.mil>; michael.rockett@pol.state.ma.us;

william.farwell1@gmail.com

> Subject: [Non-DoD Source] Intro

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> Adam,

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> Mike Rockett is the 1SG for the 387th.

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> Billy will be the guy that has all of their info about current fleet status on 310, 510, and talon.

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> Adam is my main POC at RLSC and if he can't help you, you can't be helped.

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> Phil
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> Phil Herndon
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> O - 978-769-9366
>
> Robots That Make A Difference
>
>
>

Farrell, Sean (POL)

From: Nason, Joanne (DFS)
Sent: Monday, December 04, 2017 9:25 AM
To: Lee, Cheri (POL)
Cc: Zipper, Paul (DFS);Richard, Daniel (DFS)
Subject: FW:
Attachments: Document.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Cheri, Attached is signed slip from Endeavor Robotics, robot was picked up by Trooper S. Sicard on November 29, 2017.

Thanks

Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us



8 Crosby Drive MS6-2
Bedford, MA 01730

PACKING LIST

Ship Method: Pickup
Tracking Number:

Ship to: Pickup

Mark For:

Contact Person: Stephen Sicard
Contact Phone: (978) 567-3367
Contact Email: stephen.sicard@state.ma.us

PO #:

SO #:

Part #	Rev	Description	Date Shipped:		Qty
			Serial Number		
4187400		S10 Packbot with 3-Link Arm	112344		1

ST Serial 11/29/17

Owner: Mfg/Inv Ctl

Printout of this document is for information only
and is considered an uncontrolled document

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Thursday, November 30, 2017 2:35 PM
To: Nason, Joanne (DFS)
Subject: RE: Robot Repair

Thanks Joanne- that would be great if you could. If there is no paperwork, then if someone could please send me an email verifying that it was picked up and on what date.

Thanks Joanne-

Cheri

From: Nason, Joanne (DFS)
Sent: Thursday, November 30, 2017 12:07 PM
To: Lee, Cheri (POL)
Subject: RE: Robot Repair

Hi Cheri, Just spoke to Trooper Steve Sicard, he picked up the Robot either yesterday or the day before, signed off on picking it up and was not given any paperwork at all.

Should I call there for a copy of the paperwork for you?

Thanks

Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us

From: Lee, Cheri (POL) [<mailto:cheri.lee@massmail.state.ma.us>]
Sent: Thursday, November 30, 2017 11:46 AM
To: Richard, Daniel (DFS) <Daniel.Richard@MassMail.State.MA.US>
Cc: Nason, Joanne (DFS) <Joanne.Nason@MassMail.State.MA.US>
Subject: FW: Robot Repair
Importance: High

Good Morning-

Just wanted to follow up and see if this has been completed? A reminder that any service slips should be signed off on and forwarded to me.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (****please note new email address**)

From: Lee, Cheri (POL)
Sent: Monday, October 30, 2017 12:47 PM
To: Richard, Daniel (DFS)
Cc: Gawron, Stephen (POL); Zipper, Paul (DFS); Rivera Morgan, Awilda (POL); Broderick, Deborah (POL); O'Brien, Barry (POL); Nason, Joanne; Meagher, Ann (POL); Warren, Rosemary (POL); ltimmins@endeavorrobotics.com
Subject: RE: Robot Repair
Importance: High

This order has been processed through the COMMBUYS system (see attached PO). A COMMBUYS email notification should have been sent to vendor contact Laura Timmins, who I have copied. Please feel free to now reach out to the vendor to coordinate.

As a reminder, any packing slips or service reports should be signed off on and forwarded to my attention at GHQ Fiscal. There is a .5% 10 day and .5% 15 day prompt payment discount offered.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (****please note new email address**)

From: Richard, Daniel (DFS)
Sent: Monday, October 30, 2017 11:44 AM
To: Lee, Cheri (POL)
Cc: Gawron, Stephen (POL); Zipper, Paul (DFS); Rivera Morgan, Awilda (POL); Broderick, Deborah (POL); O'Brien, Barry (POL); Nason, Joanne; Meagher, Ann (POL); Warren, Rosemary (POL)
Subject: RE: Robot Repair

Thank you Cheri,

I will wait to hear from you before I instruct Sgt Qualls to reach out to the vendor. Thanks for your help in this matter. Best Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police Fire and Explosion Investigation Unit
1 State Road
Stow, MA 01775
Office (978) 567-3330

From: Lee, Cheri (POL)
Sent: Monday, October 30, 2017 11:08 AM
To: Richard, Daniel (DFS) <Daniel.Richard@MassMail.State.MA.US>
Cc: Gawron, Stephen (POL) <stephen.gawron@MassMail.State.MA.US>; Zipper, Paul (DFS) <Paul.Zipper@MassMail.State.MA.US>; Rivera Morgan, Awilda (POL) <Awilda.Rivera@MassMail.State.MA.US>; Broderick, Deborah (POL) <Deborah.Broderick@MassMail.State.MA.US>; O'Brien, Barry (POL) <barry.obrien@MassMail.State.MA.US>; Nason, Joanne <joanne.nason@state.ma.us>; Meagher, Ann (POL) <Ann.Meagher@MassMail.State.MA.US>; Warren, Rosemary (POL) <Rosemary.Warren@MassMail.State.MA.US>
Subject: RE: Robot Repair
Importance: High

Good Morning-

All appropriate paperwork is now in place to proceed with the repair of the Bomb Squad Robot, with the vendor Endeavor Robotics. I have a quote in the amount of \$4,116.80, signed off on by LTC O'Brien, to be funded by DIS Asset Forfeiture Funds. This will be processed through the State's on-line Procurement System **COMMBUYS**. I will confirm once this has been processed through COMMBUYS so that you may contact the vendor.

Any questions, please feel free to contact me.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email ***(**please note new email address)***

From: Richard, Daniel (DFS)
Sent: Thursday, September 21, 2017 10:46 AM
To: Meagher, Ann (POL); Lee, Cheri (POL)

Cc: Gawron, Stephen (POL); Zipper, Paul (DFS); Richard, Daniel (POL)

Subject: Robot Repair

Hi Ann

Nice to speak with you today. Here is the information I have regarding the necessary repairs to our Bomb Squad Robot. Please let me know what else you might require from our unit and I will attend to it directly. Have a great day! Regards, DGR

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P.O. Date: 10/30/2017 12:29 PM
 Printed: 10/30/2017 12:42 PM
 Required by: 11/06/2017 00:00 AM



Department of State Police

Release Purchase Order

Purchase Order Number PO-16-1021-DFS-DFS01-00000007724:3
Alternate ID
Solicitation (Bid) No.:

VENDOR	Vendor Number: XXXXXXXXXX iRobot Defense Holdings, Inc. dba Endeavor Robotics
	8 Crosby Drive Bedford, MA 01730

Short Description: 2000 18ENDX80 Robot Repair

SHIP TO	Cheri Lee, Fiscal Department 470 Worcester Rd Department of State Police Framingham, MA 01702 US Email: cheri.lee@massmail.state.ma.us Phone: (508) 820-2148
	Cheri Lee, Fiscal Department 470 Worcester Rd Department of State Police Framingham, MA 01702 US Email: cheri.lee@massmail.state.ma.us Phone: (508) 820-2148

Special Instructions
 Sgt Qualls will call to coordinate

Item # 1 Class-Item 46-16-00 QUOTE #SORD000058 - Repair of Robot for State Police Bomb Squad: DFS-EOD-2014, Explosive Ordnance Device: Equipment. Including, but not limited to robots, x-ray machines, x-ray equipment, explosive identification equipment, etc.					
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 4,116.80	EA	0.00 %	\$ 0.00	\$ 4,116.80

TOTAL: \$ 4,116.80

PURCHASED

By: Cheri Lee
 Phone#: (508) 820-2148
 Email: Cheri.Lee@massmail.state.ma.us

BUYER

Farrell, Sean (POL)

From: Richard, Daniel (DFS)
Sent: Thursday, November 30, 2017 2:22 PM
To: Qualls, William (DFS);Sicard, Stephen (DFS)
Cc: Richard, Daniel (POL)
Subject: FW: Robot Repair
Attachments: Endeavor PO.PDF

Gents

Where are we at with this. I think Billy you told me it happened I am just making sure. DGR

From: Lee, Cheri (POL)
Sent: Thursday, November 30, 2017 11:46 AM
To: Richard, Daniel (DFS) <Daniel.Richard@MassMail.State.MA.US>
Cc: Nason, Joanne <joanne.nason@state.ma.us>
Subject: FW: Robot Repair
Importance: High

Good Morning-

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Thank you-
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Farrell, Sean (POL)

From: Qualls, William (DFS)
Sent: Wednesday, November 01, 2017 9:01 PM
To: Richard, Daniel (POL)
Subject: Re: 2019 Budget proposal

Really??!

From: Richard, Daniel (POL)
Sent: Wednesday, November 1, 2017 9:00 PM
To: Qualls, William (DFS)
Subject: Re: 2019 Budget proposal

Thank you.....again

I have the Certs and Evals. I will be at the class room between 915- 930.

Lastly we have access to FREE Ground Scan Radar more on that as it develops

Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police
Fire and Explosion Investigation Unit

Sent from my iPhone
Sent from my iPhone

This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without my prior permission. If you have received this communication in error, please notify me immediately by return email and delete the original message and any copies of it from your computer system.

On Nov 1, 2017, at 8:46 PM, Qualls, William (DFS) <William.Qualls@MassMail.State.MA.US> wrote:

Lt,
Here is that breakdown again on ROV operating budget.

BQ

From: Qualls, William (DFS)
Sent: Tuesday, October 10, 2017 10:55 AM
To: Richard, Daniel (POL)
Cc: Zipper, Paul (DFS); Mike Rogowski; Horgan, Paul; Galizio, Gerard (DFS); Bachelder, Robert; Sicard, Stephen (DFS)
Subject: Re: 2019 Budget proposal

Lt,

Per your request I submit the following:

-The total value of the Operational Robotic Platforms within the possession of the MSP Bomb Squad is \$1,852,000.00 or \$1.8 million

This is divided into the following platforms:

- (1) Northrop Grumman F6-A
- (4) QinetiQ Talons
- (3) QinetiQ Dragon Runners
- (4) Endeavor PacBots
- (6) Endeavor First Looks

The above does not include the (2) Vanguards that have been donated to Yale/New Haven EOD years ago...these robots were never officially on our books as they were "loaners" from DOD. Nor does it include the (2) Northrop Grumman robots that have been loaned on a permanent basis to Logan EOD...these platforms became obsolete due to technological advancements within our existing inventory. I'm led to believe that those platforms are now collecting dust at Logan.

The robots listed above within our inventory are distinctively complimentary platforms; by design the Squad has not adhered to one specific manufacturer or model. Each robot provides a different capability based upon mission specific tasks....one size does not fit all problems.

As is clearly evident with our operational tempo, the Squad's robots get used on a weekly basis. Whether the mission is a suspect package recon, SWAT assist, Hazmat assist, Destructive Device render safe or scenario based training our robotic platforms are a necessary tool within the MSP's tool box.

And since they get used so often, they require maintenance and repair on a frequent basis.

I have included a breakdown of repairs and upgrades provided by IRobot/Endeavor on their proprietary platforms for the past 8 years. The gross amount of labor and materials is approximately \$152,000 during this period.

There are three points that need to be highlighted from the provided cost breakdown:

- The "Actual" cost to the Commonwealth from these repairs and upgrades is \$0.00, this is due to the relationship that the Squad has with this MA based company.
- The anticipated cost to the Commonwealth, based upon historical perspective and expected usage, will be within the given \$152K with minor deviation. This is due to said MA based company no longer providing free services to the Squad because of existing "market" conditions....the military is no longer buying a ton of robots so our costs cannot be hidden on the books.

- The other MA based company, QinetiQ, has also provided either comparable or greater services to the Squad for the same cost as IRobot...\$0.00

The same market conditions exist for QinetiQ as they do for Endeavor; the Commonwealth cannot expect to get the same repairs and upgrades as before for free!

Applying historical data, normal wear and tear, age of our inventory and estimates provided by the respective manufacturers I submit the following maintenance proposal:
\$40,000 annual operating budget to maintain the MSP Bomb Squad's \$1.8million inventory of Robotic platforms. This will cover all (18) robots for repairs and hardware/software updates.

In closing, these platforms are a necessary tool in providing the best possible EOD response for the citizens of the Commonwealth. In addition, the safety and security of the individual MSP Technicians whom are operating these platforms decreases exponentially when said platforms are not available for use.

Respectfully,

Sgt WP Qualls, #2439

From: Richard, Daniel (POL)
Sent: Tuesday, October 3, 2017 9:05 AM
To: Qualls, William (DFS); Sicard, Stephen (DFS)
Cc: Zipper, Paul (DFS)
Subject: 2019 Budget proposal

Gentlemen,

Since currently we have no designated maintenance and repair monies dedicated to the upkeep of our Robot Fleet, please complete the following mission:

Prepare a realistic maintenance and repair budget based on projected annual necessary repairs to our Robots.

Conceptually: of This is to be added as a line item to our total Unit Proposal that we will submit to Either DFS or DIS for future budget planning.

The proposal should be supported by a projection based past data and we should be able to explain how we came to whatever number you come up with.

I have had a preliminary conversation with the DCPT about our need for an available funding source to stay operationally optimal. Your proposal will be the next step in developing that mechanism.

Please complete this assignment and submit your findings to me No Later Than next Wednesday October 11.

Please let me know if you have any questions about this assignment.

Thank you for your attention to this matter.

Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police
Fire and Explosion Investigation Unit

Sent from my iPhone

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<IRobot.pdf>

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To: Qualls, William (DFS)
Cc: Gawron, Stephen (POL); Zipper, Paul (DFS)
Subject: FW: Robot Repair
Attachments: Endeavor PO.PDF

Billy,

You are good to go. Please reach out to the vendor and get the Robot fixed. Please close the loop with me when that equipment is fully operational.

Also, as we talked about yesterday please prepare and submit to me a proposed (and as a detailed as possible with historical data) Preventive and Operational Maintenance yearly estimated budget for the Squad's Robots so that we are prepared to get that to GHQ when requested.

Best regards, DGR

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Department of State Police

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Alternate ID
Solicitation (Bid) No.:

V E N D O R	Vendor Number: <small>P.L. c. 4, sec. 70I, 20K</small> iRobot Defense Holdings, Inc. dba Endeavor Robotics
	8 Crosby Drive Bedford, MA 01730

Short Description: 2000 18ENDX80 Robot Repair

Special Instructions
 Sgt Qualls will call to coordinate

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Tracking:	Recipient	Delivery	Read
	Richard, Daniel (DFS)	Delivered: 10/30/2017 11:08 AM	Read: 10/30/2017 11:38 AM
	Gawron, Stephen (POL)	Delivered: 10/30/2017 11:08 AM	Read: 10/30/2017 4:07 PM
	Zipper, Paul (DFS)	Delivered: 10/30/2017 11:08 AM	Read: 11/19/2017 4:06 PM
	Rivera Morgan, Awilda (POL)	Delivered: 10/30/2017 11:08 AM	Read: 10/30/2017 11:08 AM
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	Warren, Rosemary (POL)	Delivered: 10/30/2017 11:08 AM	
	Nason, Joanne (DFS)		Read: 10/30/2017 11:21 AM

Good Morning-

All appropriate paperwork is now in place to proceed with the repair of the Bomb Squad Robot, with the vendor Endeavor Robotics. I have a quote in the amount of \$4,116.80, signed off on by LTC O'Brien, to be funded by DIS Asset Forfeiture Funds. This will be processed through the State's on-line Procurement System **COMMBUYS**. I will confirm once this has been processed through COMMBUYS so that you may contact the vendor.

Any questions, please feel free to contact me.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (****please note new email address**)

From: Richard, Daniel (DFS)
Sent: Thursday, September 21, 2017 10:46 AM
To: Meagher, Ann (POL); Lee, Cheri (POL)
Cc: Gawron, Stephen (POL); Zipper, Paul (DFS); Richard, Daniel (POL)
Subject: Robot Repair

Hi Ann

Nice to speak with you today. Here is the information I have regarding the necessary repairs to our Bomb Squad Robot. Please let me know what else you might require from our unit and I will attend to it directly. Have a great day! Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police Fire and Explosion Investigation Unit
1 State Road
Stow, MA 01775
Office (978) 567-3330

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Thursday, October 26, 2017 12:07 PM
To: Lee, Cheri (POL)
Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724
Attachments: iRobot Signatory Form (old).pdf; iRobot Defense Signatory Form.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Cheri,
I did have both Signatory Forms and they both had page 2. See attached.
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@state.ma.us

From: Lee, Cheri (POL)
Sent: Thursday, October 26, 2017 11:04 AM
To: FitzGerald, Nancy (DFS) <Nancy.Fitzgerald@MassMail.State.MA.US>
Subject: FW: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

Hi Nancy-

Sorry to bother you with this.....do you by chance have the second page of the Signatory form.....they did not include it for me.

Thanks-
Cheri

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Sent: Wednesday, October 11, 2017 5:15 PM
To: Lee, Cheri (POL)
Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

All posted on CommBuys – but just in case I missed something – here are copies.
Have a great rest of this short week!
Nancy

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Thanks Nancy- Could I get a copy of your fully executed contract when you have a chance?

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Subject: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

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You can search for a contract/blanket and put in iRobot and both MBPOs will come up.

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nancy.fitzgerald@state.ma.us

From: Lee, Cheri (POL)
Sent: Wednesday, October 11, 2017 3:58 PM
To: FitzGerald, Nancy (DFS) <Nancy.Fitzgerald@MassMail.State.MA.US>
Subject: MBPO 2529
Importance: High

Hi Nancy-

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Thanks-
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(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (*****please note new email address***)



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : iRobot Corporation

(old company)

CONTRACTOR VENDOR/CUSTOMER CODE: [REDACTED]
G.L. c. 4, sec. 7 cl. 26(c) Privacy

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Michael LaCrosse	Director of Finance, Finance Department iRobot Corporation
Thomas Phelps	Director Robotic Products Defense and Security Business Unit iRobot Corporation
William T. Trainer	VP Robotic Products Defense and Security Business Unit iRobot Corporation
Frank Wilson	Senior Vice President and General Manager Defense and Security Business Unit iRobot Corporation

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

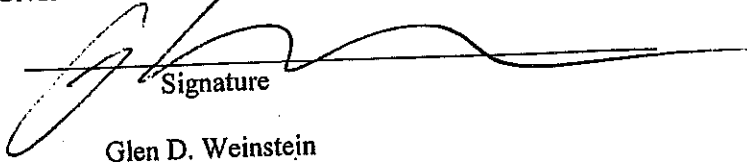
Issued May
2004



CONTRACTOR LEGAL NAME : iRobot Corporation

CONTRACTOR VENDOR/CUSTOMER CODE: VC0000145426

Date: October 09, 2014


Signature

Glen D. Weinstein

Title: Executive Vice President & Chief Legal Officer
Legal and Compliance
iRobot Corporation

Fax: 781-430-3001

Email: legal@irobot.com

Telephone: 781-430-3000

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : iRobot Corporation

CONTRACTOR VENDOR/CUSTOMER CODE: G.L. c. 4, sec. 7 cl. 26(c) Privacy

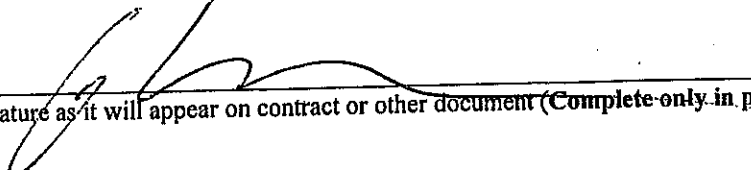
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Glen D. Weinstein

Title: EVP and Chief Legal Officer

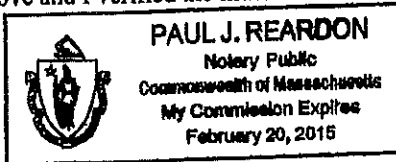
X 
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Paul J. Reardon (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

October 9, 20 14

My commission expires on:



AFFIX NOTARY SEAL

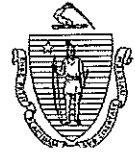
I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: *Robot Defense Holding, Inc., db/a Endeavor Robotics*
CONTRACTOR VENDOR/CUSTOMER CODE:


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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AUTHORIZED SIGNATORY NAME	TITLE
Gregory I. Garner	Sr. Contract Manager
David M. Fullerton	Controller

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: *4/19/2016*

Title: President

Telephone: 781-430-3280

Fax: 781-960-0625

Email: tom@endeavorrobotics.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME : iRobot Defense Holdings, Inc., dba, Endeavor Robotics
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): David M. Fullerton

Title: Controller

X David M. Fullerton

Signature as it will appear on contract or other document (Complete only in presence of notary):


AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Sandra Tremblay Stewart

(NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

March 9, 2023.

My commission expires on:

 **SANDRA TREMBLAY STEWART**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 9, 2023

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



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CONTRACTOR VENDOR/CUSTOMER CODE:

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who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Gregory I. Garner

Title: Sr. Contracts Manager


X *Gregory I. Garner*
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, *Sandra Tremblay Stewart* (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

March 9, 20 23

My commission expires on:

 **SANDRA TREMBLAY STEWART**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 9, 2023

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AFFIX CORPORATE SEAL

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Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724
Attachments: iRobot Signatory Form (old).pdf; iRobot Defense Signatory Form.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Cheri,
I did have both Signatory Forms and they both had page 2. See attached.
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Have a great rest of this short week!
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To: Lee, Cheri (POL)
Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

Follow Up Flag: Follow up
Flag Status: Completed

It's an optional page, so I don't usually ask for it.
Let me check my paperwork . . .

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To: FitzGerald, Nancy (DFS)
Subject: FW: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724
Attachments: iRobot Defense Holdings Change in Contractory Identity Form executed.pdf; iRobot Defense Holdings renewal contract 2016-2018.pdf; IRobot Defense Holdings Attachment A pricing 2016-2018.pdf

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(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (****please note new email address**)

ATTACHMENT A - BIDDERS RESPONSE SHEET – EOD RFR

Bidder Information

Name: iRobot Defense Holdings, Inc. dba Endeavor Robotics

Address: 19 Alpha Road, Chelmsford, MA 01824

Telephone Number: 978-769-9404 Fax Number: 781-960-0625

Contact Person: Laura Timmins

Qualifications

Years in business: 7 months as Endeavor and 25 years as Defense & Security of iRobot
Did you provide 3 references on the Business Reference Form? Previously submitted and no change yes _____ no

Did you provide your SDP Plan Form #1 with required attachments? X yes _____ no

Did you provide the Prompt Pay Discount Form (PPD)? X yes _____ no

Technical Support: Describe staffing times available (e.g. 9am – 5pm EST), response time (e.g. within x hours), and escalation procedures. List companies Emergency off-hour contact information.

Staffing Support is available from 8:00 am to 8:00 pm EST

Response time is 24 – 48 hours

Emergency off-hours please contact: 781-430-3030

Pricing

Did you provide a catalog? _____ yes XX no N/A% discount off catalog pricing

Did you provide a product list? XX yes _____ no N/A % discount off product list

Website link: www.endeavorrobotics.com N/A % discount off website pricing

The hourly rate for diagnosis for repairs: \$134.00 per hour.

The hourly rate for repairs: \$134.00 per hour.

Training Charge: \$ TBD per person (*TBD at time of need if an unknown at this time*)

Please include any other charges that may apply. **(Additional charges not listed here will not be compensated by DFS) Endeavor Robotics offers comprehensive support to its fielded products and customers. We have hard copy and electronic format operations Manuals**

Warranty

Please provide length of your labor warranty for your repair work: 60 days or through the end of original manufacturer's warranty whichever is longer.
and include copies of any standard warranty agreements for service, if any.

Please provide the length of the manufacturer/dealer warranty for products: 12 months and 90 days for consumables.

Are extended warranties available? XX yes _____ no

Emergency response plans/preparedness

In a declared state of emergency where the safety and well being of Commonwealth citizens are at risk, vendors may be asked to supply the Department of Fire Services with the commodities and/or services under this contract on a priority basis. The Bidder's Response should include the following:

Indicate whether there is a written Continuity of Operations Plan (COOP) and describe how the company will continue to do business in case of an emergency. Endeavor Robotics has both a written Business Continuity Plan (BCP) and a Technology Recovery Plan (TRP). In case of an emergency and depending on the nature of the emergency, Endeavor will activate the relevant part (s) of its BCP and TRP for the recovery and continuity of its operations. If necessary during an emergency, the essential staff of Endeavor will report to its remote command center to coordinate the recovery effort and restore the operations affected by the emergency.

Emergency contact information: (include name, position/title, phone, email and cell phone)
Mr. Jason Chaput, Service Manager, 978-769-9354, jchaput@endeavorrobotics.com, Cell: 781-

G.L. c. 4, sec. 7(1), 26C Privacy

Bidder's building location(s) that would be available to serve DFS during an emergency: _____
19 Alpha Road, Chelmsford, MA 01824

David Fullerton
(Authorized Signature)

David Fullerton
(Printed Name)

Controller
(Title or Position)

11/5/16
(Date)

ATTACHMENT B. PRODUCT LIST

On the following page, we include the product list requested by the RFR. Given prices are valid until 90 days after the due date for responses to the RFR. Some items below are eligible for purchase through the US General Services Administration.

The specified 510 PackBot (Item #PB510) is configured as follows:

Endeavor Robotics 510 PackBot Robotic System, includes Limited One (1) Year Warranty

- 510 PackBot Multi-Mission Chassis (1)
- Flipper Assembly (2)
- Payload Connector Cover (6)
- Hand Controller (2)
- Headset with Microphone (1)
- External Fire-Set Assembly for OCU, includes:
 - QuickClamp Fireset and Accessory Port
 - Code Key (1)
- Ruggedized Industrial 15" Laptop OCU (1)
- Manipulator 2.0 Arm (1)
- GPS Port Cover (GPS Antenna sold separately) (1)
- 2.4 GHz OCU Communications Package, ROM 5126 (1)
- 2.4 GHz Chassis Antenna (2)
- BB-2590/U Battery Retrofit Kit for Chassis (2)
- BB-2590/2557 Dual High Rate Charger (1)
- BB-2590 Dual Battery Charger Adapter (1)
- Aware 2 Version 6: OCU Software License (1)
- Aware 2 Version 6: Robot Software License

Endeavor Robotics Family of EOD Robots
RFR Response for Product and Support



Item	Description	Unit Price	Percentage Discount for Prompt Payment	Price with Prompt Payment Discount
PB510	Robot 510 PackBot Robotic System	\$118,400.30	0.5%	\$ 117,808.30
18616	Kit,Chassis,Adapter Cradle,PackBot	\$ 5,018.00	0.5%	\$ 4,992.91
4151798	BB-2590U Lithium Battery Pack	\$ 505.54	0.5%	\$ 503.01
18587	Battery Charger Bren-Tronics 8 Bay High Rate	\$ 4,214.49	0.5%	\$ 4,193.42
18586	BB-2590U Dual Bay, High Rate Charger	\$ 2,023.34	0.5%	\$ 2,013.22
4180844	BB-2590U Dual Battery Charger Adapter	\$ 219.19	0.5%	\$ 218.09
4216025	BB2590 Battery Adapter for Amrel OCU	\$ 585.00	0.5%	\$ 582.08
4210202	4 Bar Gripper	\$ 1,528.00	0.5%	\$ 1,518.37
12889	Flipper Tool Bar Kit	\$ 2,150.84	0.5%	\$ 2,140.09
14065	QuickClamp Accessory Mount for Manipulator 1.0	\$ 1,802.33	0.5%	\$ 1,793.32
4425483	Outrigger Side Plate	\$ 380.00	0.5%	\$ 378.10
4311711K	User Assist Package (UAP)	\$ 10,526.32	0.5%	\$ 10,473.69
4340553K	Dual Accessory Payload Port Adapter (DAPPA)	\$ 4,738.84	0.5%	\$ 4,713.16
15088	QuickClamp Picatinny Rail Kit	\$ 340.08	0.5%	\$ 338.38
15089	Picatinny Rail Tube Mount Kit	\$ 588.72	0.5%	\$ 585.78
4182668	4.9 Ghz Communication Package for Laptop OCU	\$ 6,188.93	0.5%	\$ 6,166.00
16637	Kit,Shock Tube Initiator,w Dovetail Mnt,PackBot	\$ 1,260.88	0.5%	\$ 1,254.58
17955	Kit,PAN Disrupter Mount,PackBot EOD	\$ 2,581.00	0.5%	\$ 2,568.10
4413953	TX22 Flashlight with Picatinny Rail Mount Ring	\$ 528.92	0.5%	\$ 528.28
13971	2.4 GHz Long Range Antenna	\$ 2,629.92	0.5%	\$ 2,616.77
4358838	PackBot 4.9 GHz Mesh Radio	\$ 9,900.00	0.5%	\$ 9,850.50
4248592	4.9 GHz Patch Antenna with Pole Mount Kit	\$ 560.99	0.5%	\$ 558.19
4196154	4.9 GHz Omni Antenna with Vehicle Magnet Mount Kit	\$ 1,297.89	0.5%	\$ 1,291.40
4358819K	4.9 Standalone Node	\$ 8,000.00	0.5%	\$ 7,960.00
FL110-4.9	110 FirstLook Robot	\$ 19,900.00	0.5%	\$ 19,800.50
4335373K	FirstLook Spares Kit	\$ 783.81	0.5%	\$ 779.89
4424786K	FirstLook Manipulator Accessory	\$ 19,200.00	0.5%	\$ 19,104.00
4350233	FirstLook OCU Battery	\$ 374.00	0.5%	\$ 372.13
4326186	FirstLook RCV Battery	\$ 537.60	0.5%	\$ 534.91
4408713K	FirstLook Picatinny Rail	\$ 132.58	0.5%	\$ 131.92
4422833K-W	FirstLook WTM Thermal Camera Adapter	\$ 6,217.90	0.5%	\$ 6,186.81
4368198K	IDAC Payload	\$ 3,503.45	0.5%	\$ 3,485.93
4442828	Standalone Tripod Antenna	\$ 1,180.00	0.5%	\$ 1,174.10
4346974	710 Kobra with 2-Link Heavy Left Manipulator	\$450,000.00	0.5%	\$ 447,750.00
4243420	Kobra Battery Box	\$ 33,000.00	0.5%	\$ 32,284.35
4340859	Kobra Link-2 Accessory Mount	\$ 1,608.15	0.5%	\$ 1,600.11
4341868	Dovetail Mount for Kobra Gripper	\$ 1,519.74	0.5%	\$ 1,512.14
4454215	Kobra PAN Disrupter Mount 710	\$ 2,053.99	0.5%	\$ 2,053.67
4347151	High Back Camera	\$ 25,000.00	0.5%	\$ 24,875.00

**Please note that Discount pertains to Prompt Payment Terms: .5% Net 10

**Please note that Freight will be invoiced at actual cost on all deliveries outside of the Commonwealth

*G.K. WJ Price Increase
J. Nason
12/5/16*



COMMONWEALTH OF MASSACHUSETTS CHANGE IN CONTRACTOR IDENTITY FORM

This Change in Contractor Identity Form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes or electronic alterations, by either the Department or the Contractor, to the official printed language of this form as published by ANF, CTR and OSD shall be void. Any transfer of Contract performance to a successor entity must be made consistent with the original procurement, executed contemporaneously with the Contractor change in identity and prior to the current scheduled termination date of the Contract.

Unless otherwise specified, the Department shall complete all information on this Form.

CURRENT CONTRACTOR NAME: iRobot Corporation <small>GL. c. 4, sec. 7 cl. 26(c) Privacy</small> Vendor Code: XXXXXXXXXX	DEPARTMENT NAME: Department of Fire Services
ADDRESS: 8 Crosby Drive Bedford, MA 01730	ADDRESS: 1 State Road, PO Box 1025 Stow, MA 01775
INDICATE REASON FOR CONTRACTOR IDENTITY CHANGE The Current Contractor is undergoing a structural change that will result in a change in its Tax Identification Number (TIN). Indicate structural change and resulting change in Contractor identity (e.g., merger, buyout, consolidation, etc.): The defense portion of iRobot Corporation was sold to iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics <i>A justification statement explaining (a) the Contractor's Change in Identity; (b) that the transfer of contract performance to the successor entity is consistent with original procurement; (c) and is in the best interest of the Department MUST be included in the Procurement File.</i>	
CURRENT CONTRACTOR INFORMATION: _____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.) Current Doc. ID Number of Contract Being Amended: #DFS-EOD-2014, MBPO: 2529 Current Total Contract Dates (Includes Original Contract Start Date and Amendments): START: 10/15/2014 TERMINATION: 11/30/2016 Current Total Maximum Obligation of Contract: \$ ___ N/A (rate contract) _____ (Inclusive of ALL Previous Amendments)	
CURRENT CONTRACTOR AMENDED INFORMATION _____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.) Amended Termination Date of Contract Performance for Current Contractor: TERMINATION DATE: 4/3/2016 Amended Estimated Maximum Obligation for Current Contractor: \$ ___ N/A _____ (Reflects total of any obligations to date and final payments to be made. Final payments are based upon actual performance and the Department may adjust this remaining Maximum Obligation with written notice to the Current Contractor without further formal amendment.)	
NEW CONTRACTOR (SUCCESSOR ENTITY) NAME: iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics Vendor Code: VC0000831254	ADDRESS: 8 Crosby Drive Bedford, MA 01730
NEW CONTRACTOR INFORMATION: _____ (Check here if multiple contracts are affected; leave this section blank and complete the attached "Contractor Change Schedule of Multiple Contracts" instead.) Doc. ID for New Contractor: #DFS-EOD-2014 (For remaining contract period with New Contractor) Contract Performance Dates for New Contractor: START: 4/4/2016 TERMINATION: 11/30/2016 (Start Date must comply with 801 CMR 21.00 or other applicable law.) Estimated Maximum Obligation for New Contractor \$ ___ N/A (rate contract) _____ (This amount does not include remaining amounts to be paid by the Department to the Current Contractor indicated above. The total maximum obligation, transactions and payments will be based upon actual performance and any final payments made to the Current Contractor and the Department may adjust the Maximum Obligation and transactions accordingly with written notice to the New Contractor without further amendment.)	

**COMMONWEALTH OF MASSACHUSETTS
CHANGE IN CONTRACTOR IDENTITY FORM**

REQUIRED ADDITIONAL ATTACHMENTS FOR NEW CONTRACTOR

All applicable items below must be completed and executed by the New Contractor if not currently on file.

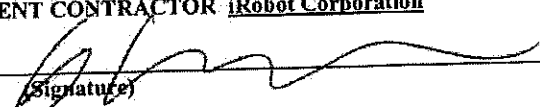
- Commonwealth of Massachusetts Substitute W-9 Form, if not currently on file (mandatory)
- Applicable Commonwealth Terms and Conditions (Standard or for Human and Social Services) is attached or has been filed with the Office of the Comptroller (mandatory)
- Contractor Authorized Signatory Listing (mandatory)
- Supplier Diversity Plan Plan (if required under original RFR)
- SOMWBA MBE/WBE Certification letter (if required under original RFR)
- Consultant Contractor Mandatory Submission Form (only if Consultant Contract – HH, NN or UU object classes)
- Written Disclosure of Current and Anticipated Related Parties Pursuant to 808 CMR 1.04 (if required under RFR)

Additional Requirements or Information:

Prompt Pay Discount Form (PPD) - .5%-10 days, .5%-15 days

IN WITNESS WHEREOF: The Department certifies that this Contractor Change is necessary for the completion of essential Contract performance and is in the best interests of the Department and is consistent with the original Contract Procurement for this Contract. The Department, the Current Contractor and the New Contractor hereby agree to the terms of this Change in Contractor Identity Form and certify under the pains and penalties of perjury that this Change in Contractor Identity Form and any information contained herein, or attached hereto, is complete and accurate and complies with all applicable laws and regulations, as evidenced by the execution by their authorized signatories which shall be effective as of the last date executed by all the parties below. The New Contractor agrees to perform all of the remaining requirements of this Contract in accordance with the terms, requirements and certifications in the applicable Contract under the original procurement, and any amendments thereto, as filed under the "Current Doc. ID Number of Contract" above, and in accordance with any additional terms or requirements included as part of this *Change in Contractor Identity Form*.

CURRENT CONTRACTOR iRobot Corporation

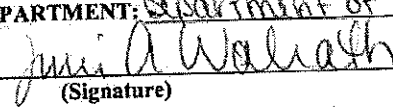
X: 
(Signature)

NAME: Glen D. Weinstein

TITLE: EVP & Chief Legal Officer

DATE: April 25, 2016

DEPARTMENT: Department of Fire Services

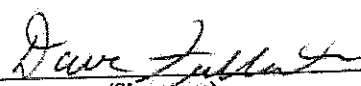
X: 
(Signature)

NAME: Julie A. Walrath

TITLE: Procurement Supervisor

DATE: 5/16/16

NEW CONTRACTOR iRobot Defense Holdings, Inc. dba, Endeavor Robotics

X: 
(Signature)

NAME: David Fullerton

TITLE: Controller

DATE: 4/19/16

The Department must file the original record copy of any Change in Contractor Identity Form with the original record copy of the Contract being amended.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: iRobot Defense Holdings, Inc. (and d/b/a): Endeavor Robotics		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4,T&C): 8 Crosby Drive, Bedford, MA 01730		Business Mailing Address: 1 State Road, PO Box 1025, Stow, MA 01775	
Contract Manager: Laura Timmins		Billing Address: same	
E-Mail: ltimmins@endeavorrobotics.com		Contract Manager: Julie Walrath	
Phone: 781-430-3494	Fax: 781-268-5018	E-Mail: julie.walrath@state.ma.us	
Contractor Vendor Code: _____		Phone: 978-567-3131	Fax: 978-567-3144
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): _____	
		RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO: 7724	

<p style="text-align: center;"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>November 30, 2016</u></p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days 5 % PPD; Payment issued within 15 days 5 % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L.c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014. This contract is for the purchase of explosive ordnance detection and mitigation equipment and products related to the detection and mitigation of explosive devices along with all other related equipment, render safe tools and accessories. The contract also covers any service, maintenance, repairs, upgrades and product support, including training. This is the first contract renewal option through 11/30/18. There is one final 2-year renewal option available on this contract through the maximum end date of 11/30/20.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 2. may be incurred as of December 1, 2016, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 3. were incurred as of , 20, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of November 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u>David Fullerton</u> Date: <u>11/9/16</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David Fullerton</u> Print Title: <u>Controller</u></p>	<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: <u>Julie A. Walrath</u> Date: <u>12/1/16</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Julie A. Walrath</u> Print Title: <u>Procurement Supervisor</u></p>
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Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Monday, October 16, 2017 10:09 AM
To: ltimmins@endeavorrobotics.com
Subject: FW: DFS-EOD-2014
Attachments: StandardContractForm_IRobotRenewal2017.doc; Signver_new.doc

Good Morning Ms. Timmins-

Just wanted to ensure you received and see if I could get an estimated time that this would be returned. Thank you~

Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email **(**please note new email address)**

From: Lee, Cheri (POL)
Sent: Thursday, October 12, 2017 9:07 AM
To: 'ltimmins@endeavorrobotics.com'
Subject: DFS-EOD-2014
Importance: High

Good Morning Ms. Timmins,

The Department of State Police is an authorized user of the above referenced contract with Department of Fire Services. We are in need of service to our robot, but need to have our Standard Contract renewal form signed and returned. Additionally, we do not have a current Contractor Authorized Signatory form on file. If you could please complete, sign, and email back to me asap, but **mail the originals ("wet ink" signatures) to my attention, to the address below.**

Any questions, please feel free to contact me.

Regards,
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager

Massachusetts State Police

470 Worcester Road

Framingham, MA 01702

(508) 820-2148 – Ph

(508) 820-2165 – Fax

Cheri.lee@state.ma.us – Email (*****please note new email address***)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: iRobot Defense Holdings, Inc. (and d/b/a): Endeavor Robotics		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: (W-9, W-4, T&C): 8 Crosby Drive, Bedford, MA 01730		Business Mailing Address: 470 Worcester Road, Framingham, MA 01702	
Contract Manager: Laura Timmins		Billing Address (if different): same	
E-Mail:		Contract Manager: Cheri Lee	
Phone:	Fax:	E-Mail: cheri.lee@state.ma.us	
Contractor Vendor Code <small>(G.L. c. 4, sec. 7 cl. 26(C) Privacy)</small>	Phone: 508-820-2148	Fax: 508-820-2165	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO:7724	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days .5__% PPD; Payment issued within 15 days .5__% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014 - per RFR specs and Bidder's Response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , <u>2018</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Deborah Broderick</u>	
Print Title: _____		Print Title: <u>Director of Finance</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed), prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Thursday, October 12, 2017 5:10 PM
To: Meagher, Ann (POL)
Subject: Robot

FYI- DFS had change in contractor identification form complete- and renewal. I am just waiting for our signed contract from Endeavor Robotics to proceed with service.

Thanks-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email **(**please note new email address)**

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Thursday, October 12, 2017 9:07 AM
To: ltimmins@endeavorrobotics.com
Subject: DFS-EOD-2014
Attachments: StandardContractForm_IRobotRenewal2017.doc; Signver_new.doc

Good Morning Ms. Timmins,

The Department of State Police is an authorized user of the above referenced contract with Department of Fire Services. We are in need of service to our robot, but need to have our Standard Contract renewal form signed and returned. Additionally, we do not have a current Contractor Authorized Signatory form on file. If you could please complete, sign, and email back to me asap, but **mail the originals ("wet ink" signatures) to my attention, to the address below.**

Any questions, please feel free to contact me.

Regards,
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (*****please note new email address***)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: iRobot Defense Holdings, Inc. (and d/b/a): Endeavor Robotics	COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL
Legal Address: (W-9, W-4,T&C): 8 Crosby Drive, Bedford, MA 01730	Business Mailing Address: 470 Worcester Road, Framingham, MA 01702
Contract Manager: Laura Timmins	Billing Address (if different): same
E-Mail:	Contract Manager: Cheri Lee
Phone: _____ Fax: _____	E-Mail: cheri.lee@state.ma.us
Contractor Vendor Code: _____	Phone: 508-820-2148 Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO:7724
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days .5__% PPD; Payment issued within 15 days .5__% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Explosive Ordinance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014 - per RFR specs and Bidder's Response.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , 20 <u>18</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Deborah Broderick</u> Print Title: <u>Director of Finance</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099f table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

CONTRACT END DATE

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable ITRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3E.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Telephone:
Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Farrell, Sean (POL)

From: FitzGerald, Nancy (DFS)
Sent: Wednesday, October 11, 2017 5:15 PM
To: Lee, Cheri (POL)
Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724
Attachments: iRobot Defense Holdings Change in Contractory Identity Form executed.pdf; iRobot Defense Holdings renewal contract 2016-2018.pdf; iRobot Defense Holdings Attachment A pricing 2016-2018.pdf

Follow Up Flag: Follow up
Flag Status: Completed

All posted on CommBuys – but just in case I missed something – here are copies.
Have a great rest of this short week!
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147
978-567-3144 (fax)
nancy.fitzgerald@state.ma.us

From: Lee, Cheri (POL)
Sent: Wednesday, October 11, 2017 5:07 PM
To: FitzGerald, Nancy (DFS) <Nancy.Fitzgerald@MassMail.State.MA.US>
Subject: RE: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

Thanks Nancy- Could I get a copy of your fully executed contract when you have a chance?

Cheri

From: FitzGerald, Nancy (DFS)
Sent: Wednesday, October 11, 2017 4:41 PM
To: Lee, Cheri (POL)
Subject: iRobot, MBPO 2529 - Endeavor Robotics, MBPO 7724

Hi Cheri,
Yes, we did renew this contract and did the name change. The new MBPO is 7724. You are listed as a user. Any necessary paperwork is posted on CommBuys.

You can search for a contract/blanket and put in iRobot and both MBPOs will come up.

Thanks,
Nancy

Nancy A. FitzGerald, Procurement Department
Department of Fire Services
1 State Road, PO Box 1025
Stow, MA 01775
978-567-3147

978-567-3144 (fax)
nancy.fitzgerald@state.ma.us

From: Lee, Cheri (POL)
Sent: Wednesday, October 11, 2017 3:58 PM
To: FitzGerald, Nancy (DFS) <Nancy.Fitzgerald@MassMail.State.MA.US>
Subject: MBPO 2529
Importance: High

Hi Nancy-

Hope all is well. Was MBPO 2529 with IRobot renewed?? I have a notation that there were contract renewals available until 11/30/20? Additionally, IRobot was bought out by Endeavor Robotics. Any info would be appreciated. We have a robot in need of repair that was bought off this contract.

Thanks-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (****please note new email address**)

ATTACHMENT A - BIDDERS RESPONSE SHEET – EOD RFR

Bidder Information

Name: iRobot Defense Holdings, Inc. dba Endeavor Robotics

Address: 19 Alpha Road, Chelmsford, MA 01824

Telephone Number: 978-769-9404 Fax Number: 781-960-0625

Contact Person: Laura Timmins

Qualifications

Years in business: 7 months as Endeavor and 25 years as Defense & Security of iRobot
Did you provide 3 references on the Business Reference Form? Previously submitted and no
change yes _____ no

Did you provide your SDP Plan Form #1 with required attachments? X yes _____ no

Did you provide the Prompt Pay Discount Form (PPD)? X yes _____ no

Technical Support: Describe staffing times available (e.g. 9am – 5pm EST), response time (e.g. within x hours), and escalation procedures. List companies Emergency off-hour contact information.

Staffing Support is available from 8:00 am to 8:00 pm EST

Response time is 24 – 48 hours

Emergency off-hours please contact: 781-430-3030

Pricing

Did you provide a catalog? _____ yes XX no N/A% discount off catalog pricing

Did you provide a product list? XX yes _____ no N/A % discount off product list

Website link: www.endeavorrobotics.com N/A % discount off website pricing

The hourly rate for diagnosis for repairs: \$134.00 per hour.

The hourly rate for repairs: \$134.00 per hour.

Training Charge: \$ TBD per person (*TBD at time of need if an unknown at this time*)

Please include any other charges that may apply. **(Additional charges not listed here will not be compensated by DFS) Endeavor Robotics offers comprehensive support to its fielded products and customers. We have hard copy and electronic format operations Manuals**

Warranty

Please provide length of your labor warranty for your repair work: 60 days or through the end of original manufacturer's warranty whichever is longer.
and include copies of any standard warranty agreements for service, if any.

Please provide the length of the manufacturer/dealer warranty for products: 12 months and 90 days for consumables.

Are extended warranties available? XX yes _____ no

Emergency response plans/preparedness

In a declared state of emergency where the safety and well being of Commonwealth citizens are at risk, vendors may be asked to supply the Department of Fire Services with the commodities and/or services under this contract on a priority basis. The Bidder's Response should include the following:

Indicate whether there is a written Continuity of Operations Plan (COOP) and describe how the company will continue to do business in case of an emergency. Endeavor Robotics has both a written Business Continuity Plan (BCP) and a Technology Recovery Plan (TRP). In case of an emergency and depending on the nature of the emergency, Endeavor will activate the relevant part (s) of its BCP and TRP for the recovery and continuity of its operations. If necessary during an emergency, the essential staff of Endeavor will report to its remote command center to coordinate the recovery effort and restore the operations affected by the emergency.

Emergency contact information: (include name, position/title, phone, email and cell phone)
Mr. Jason Chaput, Service Manager, 978-769-9354, jchaput@endeavorrobotics.com, Cell: 781-

Bidder's building location(s) that would be available to serve DFS during an emergency: _____
19 Alpha Road, Chelmsford, MA 01824

David Fullerton
(Authorized Signature)

David Fullerton
(Printed Name)

Controller
(Title or Position)

11/9/16
(Date)

ATTACHMENT B. PRODUCT LIST

On the following page, we include the product list requested by the RFR. Given prices are valid until 90 days after the due date for responses to the RFR. Some items below are eligible for purchase through the US General Services Administration.

The specified 510 PackBot (Item #PB510) is configured as follows:

Endeavor Robotics 510 PackBot Robotic System, includes Limited One (1) Year Warranty

- 510 PackBot Multi-Mission Chassis (1)
- Flipper Assembly (2)
- Payload Connector Cover (6)
- Hand Controller (2)
- Headset with Microphone (1)
- External Fire-Set Assembly for OCU, includes:
 - QuickClamp Fireset and Accessory Port
 - Code Key (1)
- Ruggedized Industrial 15" Laptop OCU (1)
- Manipulator 2.0 Arm (1)
- GPS Port Cover (GPS Antenna sold separately) (1)
- 2.4 GHz OCU Communications Package, ROM 5126 (1)
- 2.4 GHz Chassis Antenna (2)
- BB-2590/U Battery Retrofit Kit for Chassis (2)
- BB-2590/2557 Dual High Rate Charger (1)
- BB-2590 Dual Battery Charger Adapter (1)
- Aware 2 Version 6: OCU Software License (1)
- Aware 2 Version 6: Robot Software License

Endeavor Robotics Family of EOD Robots
RFR Response for Product and Support



Item	Description	Unit Price	Percentage Discount for Prompt Payment	Price with Prompt Payment Discount
PB510	iRobot 510 PackBot Robotic System	\$118,400.30	0.5%	\$ 117,808.30
18616	Kit,Chassis,Adapter Cradle,PackBot	\$ 5,018.00	0.5%	\$ 4,992.91
4151798	BB-2590U Lithium Battery Pack	\$ 505.54	0.5%	\$ 503.01
18587	Battery Charger Bren-Tronics 8 Bay High Rate	\$ 4,214.49	0.5%	\$ 4,193.42
18586	BB-2590U Dual Bay, High Rate Charger	\$ 2,023.34	0.5%	\$ 2,013.22
4180844	BB-2590U Dual Battery Charger Adapter	\$ 219.19	0.5%	\$ 218.09
4216025	BB2590 Battery Adapter for Amrel OCU	\$ 585.00	0.5%	\$ 582.08
4210202	4 Bar Gripper	\$ 1,526.00	0.5%	\$ 1,518.37
12889	Flipper Tool Bar Kit	\$ 2,150.84	0.5%	\$ 2,140.09
14065	QuickClamp Accessory Mount for Manipulator 1.0	\$ 1,802.33	0.5%	\$ 1,793.32
4425483	Outrigger Side Plate	\$ 380.00	0.5%	\$ 378.10
4311711K	User Assist Package (UAP)	\$ 10,526.32	0.5%	\$ 10,473.69
4340553K	Dual Accessory Payload Port Adapter (DAPPA)	\$ 4,736.84	0.5%	\$ 4,713.16
15088	QuickClamp Picatinny Rail Kit	\$ 340.08	0.5%	\$ 338.38
15089	Picatinny Rail Tube Mount Kit	\$ 588.72	0.5%	\$ 585.78
4182668	4.9 Ghz Communication Package for Laptop OCU	\$ 6,188.93	0.5%	\$ 6,156.00
16637	Kit,Shock Tube Initiator,w Dovetail Mnt,PackBot	\$ 1,260.88	0.5%	\$ 1,254.58
17955	Kit,PAN Disrupter Mount,PackBot EOD	\$ 2,581.00	0.5%	\$ 2,568.10
4413953	TX22 Flashlight with Picatinny Rail Mount Ring	\$ 528.92	0.5%	\$ 526.28
13971	2.4 GHz Long Range Antenna	\$ 2,629.92	0.5%	\$ 2,616.77
4356838	PackBot 4.9 GHz Mesh Radio	\$ 9,900.00	0.5%	\$ 9,850.50
4248592	4.9 GHz Patch Antenna with Pole Mount Kit	\$ 560.99	0.5%	\$ 558.19
4196154	4.9 GHz Omni Antenna with Vehicle Magnet Mount Kit	\$ 1,297.89	0.5%	\$ 1,291.40
4356819K	4.9 Standalone Node	\$ 8,000.00	0.5%	\$ 7,960.00
FL110-4.9	110 FirstLook Robot	\$ 19,900.00	0.5%	\$ 19,800.50
4335373K	FirstLook Spares Kit	\$ 783.81	0.5%	\$ 779.89
4424766K	FirstLook Manipulator Accessory	\$ 19,200.00	0.5%	\$ 19,104.00
4350233	FirstLook OCU Battery	\$ 374.00	0.5%	\$ 372.13
4326186	FirstLook RCV Battery	\$ 537.60	0.5%	\$ 534.91
4408713K	FirstLook Picatinny Rail	\$ 132.58	0.5%	\$ 131.92
4422633K-W	FirstLook WTM Thermal Camera Adapter	\$ 6,217.90	0.5%	\$ 6,186.81
4366198K	IDAC Payload	\$ 3,503.45	0.5%	\$ 3,485.93
4442828	Standalone Tripod Antenna	\$ 1,180.00	0.5%	\$ 1,174.10
4346974	710 Kobra with 2-Link Heavy Left Manipulator	\$450,000.00	0.5%	\$ 447,750.00
4243420	Kobra Battery Box	\$ 33,000.00	0.5%	\$ 32,284.35
4340859	Kobra Link-2 Accessory Mount	\$ 1,608.15	0.5%	\$ 1,600.11
4341866	Dovetail Mount for Kobra Gripper	\$ 1,519.74	0.5%	\$ 1,512.14
4454215	Kobra PAN Disrupter Mount 710	\$ 2,063.99	0.5%	\$ 2,053.67
4347151	High Back Camera	\$ 25,000.00	0.5%	\$ 24,875.00

**Please note that Discount pertains to Prompt Payment Terms: .5% Net 10
 **Please note that Freight will be invoiced at actual cost on all deliveries outside of the Commonwealth

G.K. W. P. M. L. C. C. C.
J. N. A. S. O. A.
12/21/16



COMMONWEALTH OF MASSACHUSETTS CHANGE IN CONTRACTOR IDENTITY FORM

This Change in Contractor Identity Form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes or electronic alterations, by either the Department or the Contractor, to the official printed language of this form as published by ANF, CTR and OSD shall be void. Any transfer of Contract performance to a successor entity must be made consistent with the original procurement, executed contemporaneously with the Contractor change in identity and prior to the current scheduled termination date of the Contract.

Unless otherwise specified, the Department shall complete all information on this Form.

CURRENT CONTRACTOR NAME: iRobot Corporation Vendor Code: V XXXXXXXXXX	DEPARTMENT NAME: Department of Fire Services
ADDRESS: 8 Crosby Drive Bedford, MA 01730	ADDRESS: 1 State Road, PO Box 1025 Stow, MA 01775
<p style="text-align: center;">INDICATE REASON FOR CONTRACTOR IDENTITY CHANGE</p> <p>The Current Contractor is undergoing a structural change that will result in a change in its Tax Identification Number (TIN). Indicate structural change and resulting change in Contractor identity (e.g., merger, buyout, consolidation, etc.):</p> <p>The defense portion of iRobot Corporation was sold to iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics</p> <p><i>A justification statement explaining (a) the Contractor's Change in Identity; (b) that the transfer of contract performance to the successor entity is consistent with original procurement; (c) and is in the best interest of the Department MUST be included in the Procurement File.</i></p>	
<p style="text-align: center;">CURRENT CONTRACTOR INFORMATION:</p> <p style="text-align: center;">_____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.)</p> <p>Current Doc. ID Number of Contract Being Amended: #DFS-EOD-2014, MBPO: 2529</p> <p>Current Total Contract Dates (Includes Original Contract Start Date and Amendments): START: 10/15/2014 TERMINATION: 11/30/2016</p> <p>Current Total Maximum Obligation of Contract: \$ ___ N/A (rate contract) _____ (Inclusive of ALL Previous Amendments)</p>	
<p style="text-align: center;">CURRENT CONTRACTOR AMENDED INFORMATION</p> <p style="text-align: center;">_____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.)</p> <p>Amended Termination Date of Contract Performance for Current Contractor: TERMINATION DATE: 4/3/2016</p> <p>Amended Estimated Maximum Obligation for Current Contractor: \$ ___ N/A _____ (Reflects total of any obligations to date and final payments to be made. Final payments are based upon actual performance and the Department may adjust this remaining Maximum Obligation with written notice to the Current Contractor without further formal amendment.)</p>	
NEW CONTRACTOR (SUCCESSOR ENTITY) NAME: iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics Vendor Code: VC0000831254	ADDRESS: 8 Crosby Drive Bedford, MA 01730
<p style="text-align: center;">NEW CONTRACTOR INFORMATION:</p> <p style="text-align: center;">_____ (Check here if multiple contracts are affected; leave this section blank and complete the attached "Contractor Change Schedule of Multiple Contracts" instead.)</p> <p>Doc. ID for New Contractor: #DFS-EOD-2014 (For remaining contract period with New Contractor)</p> <p>Contract Performance Dates for New Contractor: START: 4/4/2016 TERMINATION: 11/30/2016 (Start Date must comply with 801 CMR 21.00 or other applicable law.)</p> <p>Estimated Maximum Obligation for New Contractor \$ ___ N/A (rate contract) _____ (This amount does not include remaining amounts to be paid by the Department to the Current Contractor indicated above. The total maximum obligation, transactions and payments will be based upon actual performance and any final payments made to the Current Contractor and the Department may adjust the Maximum Obligation and transactions accordingly with written notice to the New Contractor without further amendment.)</p>	

**COMMONWEALTH OF MASSACHUSETTS
CHANGE IN CONTRACTOR IDENTITY FORM**

REQUIRED ADDITIONAL ATTACHMENTS FOR NEW CONTRACTOR

All applicable items below must be completed and executed by the New Contractor if not currently on file.

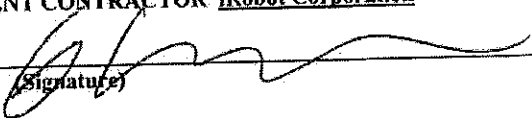
- Commonwealth of Massachusetts Substitute W-9 Form, if not currently on file (mandatory)
- Applicable Commonwealth Terms and Conditions (Standard or for Human and Social Services) is attached or has been filed with the Office of the Comptroller (mandatory)
- Contractor Authorized Signatory Listing (mandatory)
- Supplier Diversity Plan Plan (if required under original RFR)
- SOMWBA MBE/WBE Certification letter (if required under original RFR)
- Consultant Contractor Mandatory Submission Form (only if Consultant Contract – HH, NN or UU object classes)
- Written Disclosure of Current and Anticipated Related Parties Pursuant to 808 CMR 1.04 (if required under RFR)

Additional Requirements or Information:

Prompt Pay Discount Form (PPD) - .5%-10 days, .5%-15 days

IN WITNESS WHEREOF: The Department certifies that this Contractor Change is necessary for the completion of essential Contract performance and is in the best interests of the Department and is consistent with the original Contract Procurement for this Contract. The Department, the Current Contractor and the New Contractor hereby agree to the terms of this Change in Contractor Identity Form and certify under the pains and penalties of perjury that this Change in Contractor Identity Form and any information contained herein, or attached hereto, is complete and accurate and complies with all applicable laws and regulations, as evidenced by the execution by their authorized signatories which shall be effective as of the last date executed by all the parties below. The New Contractor agrees to perform all of the remaining requirements of this Contract in accordance with the terms, requirements and certifications in the applicable Contract under the original procurement, and any amendments thereto, as filed under the "Current Doc. ID Number of Contract" above, and in accordance with any additional terms or requirements included as part of this *Change in Contractor Identity Form*.

CURRENT CONTRACTOR: iRobot Corporation

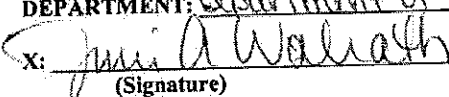
X: 
(Signature)

NAME: Glen D. Weinstein

TITLE: EVP & Chief Legal Officer

DATE: Apr. 25, 2016

DEPARTMENT: Department of Fire Services

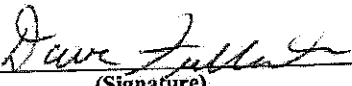
X: 
(Signature)

NAME: Julie A. Walrath

TITLE: Procurement Supervisor

DATE: 5/16/16

NEW CONTRACTOR: iRobot Defense Holdings, Inc. dba, Endeavor Robotics

X: 
(Signature)

NAME: David Fullerton

TITLE: Controller

DATE: 4/19/16

The Department must file the original record copy of any Change in Contractor Identity Form with the original record copy of the Contract being amended.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: iRobot Defense Holdings, Inc. (and d/b/a): Endeavor Robotics	COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS
Legal Address: (W-9, W-4, T&C): 8 Crosby Drive, Bedford, MA 01730	Business Mailing Address: 1 State Road, PO Box 1025, Stow, MA 01775
Contract Manager: Laura Timmins	Billing Address: same
E-Mail: ltimmins@endeavorrobotics.com	Contract Manager: Julie Walrath
Phone: 781-430-3494	E-Mail: julie.walrath@state.ma.us
Fax: 781-268-5018	Phone: 978-567-3131
Contractor Vendor Code:	Fax: 978-567-3144
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s):
_____ NEW CONTRACT	_____ CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: <u>November 30, 2016</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>5</u> % PPD; Payment issued within 15 days <u>5</u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L.c. 29, § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014. This contract is for the purchase of explosive ordnance detection and mitigation equipment and products related to the detection and mitigation of explosive devices along with all other related equipment, tender safe tools and accessories. The contract also covers any service, maintenance, repairs, upgrades and product support, including training. This is the first contract renewal option through 11/30/18. There is one final 2-year renewal option available on this contract through the maximum end date of 11/30/20.</u>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>December 1, 2016</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>November 30, 2018</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>David Fullerton</u> Date: <u>11/19/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Fullerton</u> Print Title: <u>Controller</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Julie A. Walrath</u> Date: <u>12/1/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Julie A. Walrath</u> Print Title: <u>Procurement Supervisor</u>

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Wednesday, October 11, 2017 3:58 PM
To: FitzGerald, Nancy (DFS)
Subject: MBPO 2529

Tracking:	Recipient	Delivery	Read
	FitzGerald, Nancy (DFS)	Delivered: 10/11/2017 3:58 PM	Read: 10/11/2017 4:32 PM

Hi Nancy-

Hope all is well. Was MBPO 2529 with IRobot renewed?? I have a notation that there were contract renewals available until 11/30/20? Additionally, IRobot was bought out by Endeavor Robotics. Any info would be appreciated. We have a robot in need of repair that was bought off this contract.

Thanks-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (******please note new email address***)

Farrell, Sean (POL)

From: Qualls, William (DFS)
Sent: Tuesday, October 10, 2017 10:56 AM
To: Richard, Daniel (POL)
Cc: Zipper, Paul (DFS);Mike Rogowski;Horgan, Paul;Galizio, Gerard (DFS);Bachelder, Robert;Sicard, Stephen (DFS)
Subject: Re: 2019 Budget proposal
Attachments: IRobot.pdf

Lt,

Per your request I submit the following:

-The total value of the Operational Robotic Platforms within the possession of the MSP Bomb Squad is \$1,852,000.00 or \$1.8 million

This is divided into the following platforms:

- (1) Northrop Grumman F6-A
- (4) QinetiQ Talons
- (3) QinetiQ Dragon Runners
- (4) Endeavor PacBots
- (6) Endeavor First Looks

The above does not include the (2) Vanguards that have been donated to Yale/New Haven EOD years ago...these robots were never officially on our books as they were "loaners" from DOD.

Nor does it include the (2) Northrop Grumman robots that have been loaned on a permanent basis to Logan EOD...these platforms became obsolete due to technological advancements within our existing inventory. I'm led to believe that those platforms are now collecting dust at Logan.

The robots listed above within our inventory are distinctively complimentary platforms; by design the Squad has not adhered to one specific manufacturer or model. Each robot provides a different capability based upon mission specific tasks....one size does not fit all problems.

As is clearly evident with our operational tempo, the Squad's robots get used on a weekly basis. Whether the mission is a suspect package recon, SWAT assist, Hazmat assist, Destructive Device render safe or scenario based training our robotic platforms are a necessary tool within the MSP's tool box. And since they get used so often, they require maintenance and repair on a frequent basis.

I have included a breakdown of repairs and upgrades provided by IRobot/Endeavor on their proprietary platforms for the past 8 years. The gross amount of labor and materials is approximately \$152,000 during this period.

There are three points that need to be highlighted from the provided cost breakdown:

- The "Actual" cost to the Commonwealth from these repairs and upgrades is \$0.00, this is due to the relationship that the Squad has with this MA based company.
- The anticipated cost to the Commonwealth, based upon historical perspective and expected usage, will be within the given \$152K with minor deviation. This is due to said MA based company no longer providing free services to the Squad because of existing "market" conditions....the military is no longer buying a ton of robots so our costs cannot be hidden on the books.

- The other MA based company, Qinetic, has also provided either comparable or greater services to the Squad for the same cost as IRobot...\$0.00
The same market conditions exist for Qinetic as they do for Endeavor; the Commonwealth cannot expect to get the same repairs and upgrades as before for free!

Applying historical data, normal wear and tear, age of our inventory and estimates provided by the respective manufactures I submit the following maintenance proposal:
\$40,000 annual operating budget to maintain the MSP Bomb Squad's \$1.8million inventory of Robotic platforms. This will cover all (18) robots for repairs and hardware/software updates.

In closing, these platforms are a necessary tool in providing the best possible EOD response for the citizens of the Commonwealth. In addition, the safety and security of the individual MSP Technicians whom are operating these platforms decreases exponentially when said platforms are not available for use.

Respectfully,

Sgt WP Qualls, #2439

From: Richard, Daniel (POL)
Sent: Tuesday, October 3, 2017 9:05 AM
To: Qualls, William (DFS); Sicard, Stephen (DFS)
Cc: Zipper, Paul (DFS)
Subject: 2019 Budget proposal

Gentlemen,

Since currently we have no designated maintenance and repair monies dedicated to the upkeep of our Robot Fleet, please complete the following mission:

Prepare a realistic maintenance and repair budget based on projected annual necessary repairs to our Robots.

Conceptually: of This is to be added as a line item to our total Unit Proposal that we will submit to Either DFS or DIS for future budget planning.

The proposal should be supported by a projection based past data and we should be able to explain how we came to whatever number you come up with.

I have had a preliminary conversation with the DCPT about our need for an available funding source to stay operationally optimal. Your proposal will be the next step in developing that mechanism.

Please complete this assignment and submit your findings to me No Later Than next Wednesday October 11.

Please let me know if you have any questions about this assignment.

Thank you for your attention to this matter.

Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police
Fire and Explosion Investigation Unit

Sent from my iPhone

Sent from my iPhone

This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without my prior permission. If you have received this communication in error, please notify me immediately by return email and delete the original message and any copies of it from your computer system.

Done

Photo

Category	Description	PN	Price	Labor Hours	Labor Price	Total	Instances	Grand Total
PackBot	Gripper Cartridge	4254670	\$ 7,406.32	4	\$ 616.00	\$ 8,022.32	3	\$ 152,254.74
PackBot	Turret Camera Electronics	4248713	\$ 1,126.00	4	\$ 616.00	\$ 1,742.00	1	\$ 24,066.95
PackBot	Turret Board	16045	\$ 1,216.00	4	\$ 616.00	\$ 1,832.00	3	\$ 1,742.00
PackBot	Shoulder Board	16041	16041	3	\$ 462.00	\$ 16,503.00	2	\$ 5,496.00
PackBot	Head Electronics	18941	\$ 2,604.22	6	\$ 924.00	\$ 3,528.22	4	\$ 33,006.00
PackBot	BB-2590 Upgrade	18616	\$ 5,018.00	2	\$ 308.00	\$ 5,326.00	4	\$ 14,112.88
PackBot	Fiber Optic Spool	8025	\$ 1,816.47	0.5	\$ 77.00	\$ 1,893.47	1	\$ 21,304.00
PackBot	Fiber Spooler Repair (fairleads)				\$ -	\$ -		\$ 1,893.47
PackBot	Amrel Radio Cable	4216535	\$ 263.17	0.5	\$ 77.00	\$ 340.17	2	\$ -
PackBot	Gamestyle Hand Controller	4433323	\$ 140.05	0	\$ -	\$ 140.05	1	\$ 680.34
PackBot	Disruptor Laser	N/A	\$ 265.00	1	\$ 154.00	\$ 419.00	2	\$ 140.05
PackBot	BB-2590 Battery	4151798	\$ 505.54	0	\$ -	\$ 505.54	1	\$ 838.00
PackBot	Tune up	N/A	N/A	8	\$ 1,232.00	\$ 1,232.00	2	\$ 505.54
PackBot	4.9 Mesh Payload	4356976	\$1,696.90	3	\$ 462.00	\$ 2,158.90	1	\$ 2,464.00
PackBot	Commslect	4153797	\$2,135.63	3	\$ 462.00	\$ 2,597.63	1	\$ 2,158.90
PackBot	510 Chassis	4204161	\$40,345.97	3	\$ 462.00	\$40,807.97	1	\$ 2,597.63
FirstLook	Antennas	4379356K	\$ 364.00	0.5	\$ 77.00	\$ 441.00	1	\$ 40,807.97
								\$ 441.00



Farrell, Sean (POL)

From: Gawron, Stephen (POL)
Sent: Wednesday, September 20, 2017 2:19 PM
To: O'Brien, Barry (POL); Leahy, Francis (POL)
Subject: FW: Robot Repair.
Attachments: Robot Repari doc.pdf

LtC & Major,

Please see below and additionally the attachment from Lt Richard from FMO regarding one of their robots.

V/R,
SG

Detective Captain Stephen Gawron
Division of Investigative Services
Massachusetts State Police
Phone-508-820-2323

From: Richard, Daniel (DFS)
Sent: Wednesday, September 20, 2017 10:21 AM
To: Gawron, Stephen (POL); Zipper, Paul (DFS)
Cc: Richard, Daniel (POL)
Subject: Robot Repair.

Good morning Dcpt,

Currently we are operating without the capability of one of our Robots. This has to some extent negatively affected our operational effectiveness in that we have to swap Robots around between techs during deployments.

This has become a more concerning issue since the original company we dealt with, I-Robot, has sold to another entity and that new entity, Endeavor, is not supporting our maintenance at a zero cost as did IRobot.

I have attached the invoice for the repair cost of the currently inoperable Robot. I anticipate that we will have further such needs of repair and I am looking for some guidance on potential revenue availability.

We are going to attempt to build this cost into our proposed budget here at the Division of Fire Service that solution, if approved, would not take effect until FY 2019.

Is this repair something we could lean on a State Police revenue source to fix the current operational need?

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police Fire and Explosion Investigation Unit
1 State Road
Stow, MA 01775
Office (978) 567-3330

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Massachusetts State Police Fire and Explosion Investigation Unit
1 State Road
Stow, MA 01775
Office (978) 567-3330



19 Alpha Road, Suite 101
 Chelmsford, MA 01824-4237
 Phone: 978-769-9332
 Email: DSService@EndeavorRobotics.com

Service Order

Federal ID No. 81-1232208

Page: 1

SO No. SORD000058
 Order Date 08/02/17
 Customer RMA
 Cust WO No.
 CM RMA
 Repair Location ENDV R&S

Invoice to

Commonwealth of Massachusetts
 Dan Jones
 Executive Office for Administration & Finance
 Department of Fire Services
 STOW, MA 1775
 United States
 Phone No.
 E-Mail Daniel.jones@massmail.state.ma.us

Ship-to Address

Commonwealth of Massachusetts
 Executive Office for Administration &
 Finance
 Department of Fire Services
 STOW, MA 1775
 United States

Phone No.
 E-Mail

PROBLEM DESCRIPTION:

PILT not functioning

Item No.	Serial No.	Description	Warranty
4263347		ASSY, ARM, MANIPULATOR, 3 LINK, PACKBOT	No

Fault Comments

Pilt Not functioning.

Resolution Comments

The Robot's pilt assembly appears to be functioning, however the head camera is inoperable. Swapping in a golden head camera verifies this. The head electronics will need replacement. Replace head electronics assembly, reassemble, vacuum test, function test, clean.

*** Customer will pick up - No Freight charges.

Service Lines

No.	Description	Quantity	Unit Price Excl. Tax	Gross Amount
18941	Assy,PCB,Head Elec,PackBot,FasTac	1.00	2,604.221	2,604.22
21608	Labor, Endeavor, FSE	8.00	154.00	1,232.00
22338	Endeavor -- Repair Order, Administration	2.00	140.29	280.58
		Total	4,116.80	4,116.80

CUSTOMER RETURN MATERIAL TO:

Endeavor Repair/ & Service
 19 Alpha Rd.
 Suite 101
 CHELMSFORD, MA 01824



Endeavor
ROBOTICS™

19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237

Phone: 978-769-9332

Email: DSService@EndeavorRobotics.com

Service Order

Federal ID No. 81-1232208

Page: 2

SO No. SORD000058
Order Date 08/02/17
Customer RMA
Cust WO No.
CM RMA
Repair Location ENDV R&S

SHIPPING INSTRUCTIONS:

Freight Terms:

Customer Freight Account Number:

Shipping Agent

Shipping Agent Service

If any questions regarding this repair, please call 978-769-9332 or email dsservice@endeavorrobotics.com

NOTE:

If the defective unit has external batteries they must be removed before sending the unit in for repair. Including the batteries will result in additional shipping charges and a delay in the return of the unit.

Please be advised lithium battery shipments are controlled by the Department of Transportation (DOT), International Civil Aviation Organization (ICAO), and the International Air Transport Association (IATA). Under the US DOT regulations, please review requirements under 49 CFR 172.101, 173.301, 173.185, and 172.102 containing Special Provisions (i.e. 134) and packing instruction CFR 49 173.185. Under the IATA regulations, please review 4.2 List of Dangerous Goods and Special Provision A48, A88, A154, A184, A181, A183, A185, and Packing instruction 965, 966, 967.

Farrell, Sean (POL)

From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Wednesday, August 09, 2017 11:58 AM
Conversation: Robot at Boston Dynamics falls over during demonstration
Posted To: Top of Personal Folders
Subject: Robot at Boston Dynamics falls over during demonstration



During a conference for the robot manufacturer, Atlas the robot fell off the stage after an impressive demonstration.

[View article...](#)

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Monday, June 26, 2017 11:26 AM
To: sales@irobot.com
Subject: FW: Contract Renewal- DFS Contract- DFS-EOD-2014
Attachments: Signver_new.doc; StandardContractForm_IRobotRenewal2017.doc

I have staff inquiring...will you be renewing. Please advise.

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email ***(**please note new email address)***

From: Lee, Cheri (POL)
Sent: Thursday, May 11, 2017 9:51 AM
To: sales@irobot.com
Subject: FW: Contract Renewal- DFS Contract- DFS-EOD-2014
Importance: High

Good Morning-

Just following up on the renewal paperwork. If I do not receive this back by COB 5/18/17, I will have to suspend this contract. Please advise.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email ***(**please note new email address)***

From: Lee, Cheri (POL)
Sent: Tuesday, April 11, 2017 11:55 AM
To: 'sales@irobot.com'
Subject: Contract Renewal- DFS Contract- DFS-EOD-2014
Importance: High

Good Morning-

Attached please find a contract renewal form for the above referenced contract with the Massachusetts State Police (piggy backing on DFS Contract). Please sign and send the original ("wet ink" signature) back to my attention, to the address below, as soon as possible.

Additionally, I do not have a Contractor Authorized Signatory form on file. This form lists individuals who are authorized as legal representatives of the contractor for signing contracts. Please complete (with second page notarized), and mail back original with the contract renewal form.

Please feel free to contact me with any questions.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email *****please note new email address***

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: IRobot Corporation (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: (W-9, W-4,T&C): 8 Crosby Drive, MS6-2, Bedford, MA 01730		Business Mailing Address: 470 Worcester Road, Framingham, MA 01702	
Contract Manager:		Billing Address (if different): same	
E-Mail:		Contract Manager: Cheri Lee	
Phone:	Fax:	E-Mail: cheri.lee@state.ma.us	
Contractor Vendor Code:		Phone: 508-820-2148	Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD__		MMARS Doc ID(s):	
(Note: The Address Id Must be set up for EFT payments.)		RF/Procurement or Other ID Number: DFS-EOD-2014	
<u>NEW CONTRACT</u>		<u>X CONTRACT AMENDMENT</u>	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u>5</u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract Renewal- RFR# DFS-EOD-2014. Robotic Systems - per RFR specs and Bidder's Response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , 20 <u>18</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Deborah Broderick</u>	
Print Title: _____		Print Title: <u>Director of Finance</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here**. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3E.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Farrell, Sean (POL)

From: Jason Chaput <jchaput@endeavorrobotics.com>
Sent: Wednesday, May 17, 2017 3:56 PM
To: Prior, Richard (POL)
Subject: Endeavor Robotics Net Promoter Survey



Dear Richard Prior,

Thank you for taking the Endeavor Robotics Net Promoter Survey. Your feedback in this survey will allow Endeavor's continuous improvement processes to focus on product and service enhancements that matter most to you.

The survey will take approximately five minutes to complete. Please note that your responses represent your personal opinion and not the opinion of your organization. Taking the survey does not obligate you to conduct future business with Endeavor Robotics.

1. Please rate how easy we are to work with in the following three (3) areas. Type a value between 1-10 where 1 is very difficult and 10 is very easy. Please provide any comments you would like.
 - a. Sales & Business Development
 - b. Contracts
 - c. Service & After-sales Support

Comments:

2. Please rate how our products meet the following two (2) areas. Type a value between 1-10 where 1 is does not meet and 10 is strongly meets. Please provide any comments you would like.
 - a. Your mission needs
 - b. Your expectations

Comments:

3. How would you rate your out-of-box experience where out-of-box is defined as initial product delivery through the first 10 hours of system operation? Type a value between 1-10 where 1 is very poor and 10 is extremely positive. Please provide any comments you would like.

Comments:

4. As we are now Endeavor Robotics, how would you rate your overall experience with us as compared to years past? Type a value between 1-10 and 1 is very poor and 10 is extremely positive. Please provide any additional comments you would like.

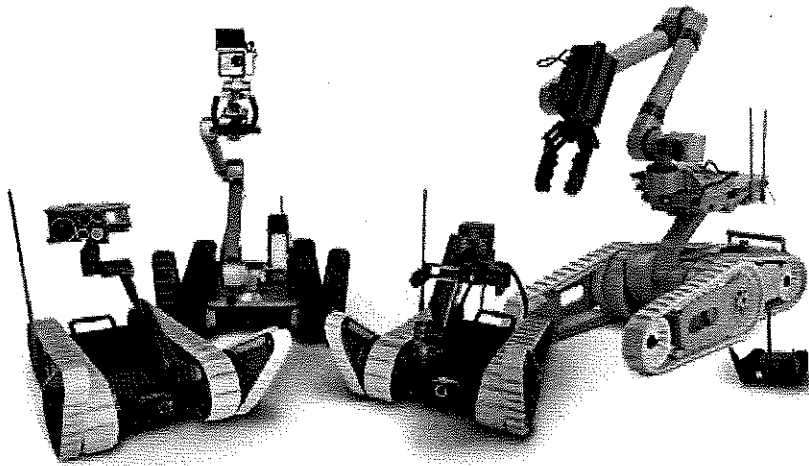
Comments:



Thank you for taking the time to complete this survey.

Scot Gleason
Director of Operations and Service
Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
1-978-769-9363
sgleason@endeavorrobotics.com

Jason Chaput
Sr. Integrated Logistics/Product Support Manager
Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
1-978-769-9354
jchaput@endeavorrobotics.com



Farrell, Sean (POL)

From: Jason Chaput <jchaput@endeavorrobotics.com>
Sent: Wednesday, May 17, 2017 10:09 AM
To: Duprey, Robert (POL)
Subject: Endeavor Robotics Net Promoter Survey



Dear Bob Duprey,

Thank you for taking the Endeavor Robotics Net Promoter Survey. Your feedback in this survey will allow Endeavor's continuous improvement processes to focus on product and service enhancements that matter most to you.

The survey will take approximately five minutes to complete. Please note that your responses represent your personal opinion and not the opinion of your organization. Taking the survey does not obligate you to conduct future business with Endeavor Robotics.

1. Please rate how easy we are to work with in the following three (3) areas. Type a value between 1-10 where 1 is very difficult and 10 is very easy. Please provide any comments you would like.
 - a. Sales & Business Development
 - b. Contracts
 - c. Service & After-sales Support

Comments:

2. Please rate how our products meet the following two (2) areas. Type a value between 1-10 where 1 is does not meet and 10 is strongly meets. Please provide any comments you would like.
 - a. Your mission needs
 - b. Your expectations

Comments:

3. How would you rate your out-of-box experience where out-of-box is defined as initial product delivery through the first 10 hours of system operation? Type a value between 1-10 where 1 is very poor and 10 is extremely positive. Please provide any comments you would like.

Comments:

4. As we are now Endeavor Robotics, how would you rate your overall experience with us as compared to years past? Type a value between 1-10 and 1 is very poor and 10 is extremely positive. Please provide any additional comments you would like.

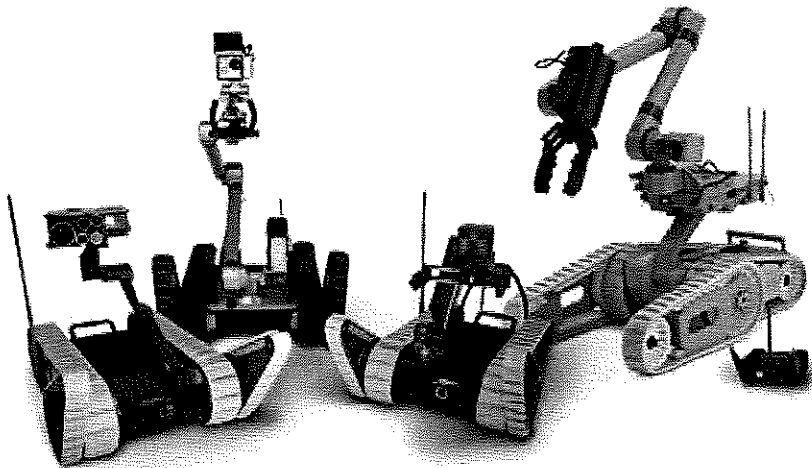
Comments:



Thank you for taking the time to complete this survey.

Scot Gleason
Director of Operations and Service
Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
1-978-769-9363
sgleason@endeavorrobotics.com

Jason Chaput
Sr. Integrated Logistics/Product Support Manager
Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
1-978-769-9354
jchaput@endeavorrobotics.com



Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Thursday, May 11, 2017 9:51 AM
To: sales@irobot.com
Subject: FW: Contract Renewal- DFS Contract- DFS-EOD-2014
Attachments: Signver_new.doc; StandardContractForm_IRobotRenewal2017.doc

Good Morning-

Just following up on the renewal paperwork. If I do not receive this back by COB 5/18/17, I will have to suspend this contract. Please advise.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email ****please note new email address**

From: Lee, Cheri (POL)
Sent: Tuesday, April 11, 2017 11:55 AM
To: 'sales@irobot.com'
Subject: Contract Renewal- DFS Contract- DFS-EOD-2014
Importance: High

Good Morning-

Attached please find a contract renewal form for the above referenced contract with the Massachusetts State Police (piggy backing on DFS Contract). Please sign and send the original ("wet ink" signature) back to my attention, to the address below, as soon as possible.

Additionally, I do not have a Contractor Authorized Signatory form on file. This form lists individuals who are authorized as legal representatives of the contractor for signing contracts. Please complete (with second page notarized), and mail back original with the contract renewal form.

Please feel free to contact me with any questions.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (*****please note new email address***)

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: iRobot Corporation (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: (W-9, W-4, T&C): 8 Crosby Drive, MS6-2, Bedford, MA 01730		Business Mailing Address: 470 Worcester Road, Framingham, MA 01702	
Contract Manager:		Billing Address (if different): same	
E-Mail:		Contract Manager: Cheri Lee	
Phone:	Fax:	E-Mail: cheri.lee@state.ma.us	
Contractor Vendor Code:		Phone: 508-820-2148	Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
<u>NEW CONTRACT</u>		<u>X CONTRACT AMENDMENT</u>	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) \$ _____.
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days 5 % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract Renewal- RFR# DFS-EOD-2014. Robotic Systems - per RFR specs and Bidder's Response.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
 2. may be incurred as of ____, 20__, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.
 3. were incurred as of ____, 20__, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 11/30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached **Contractor Certifications** (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable **Commonwealth Terms and Conditions**, this Standard Contract Form including the **Instructions and Contractor Certifications**, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: _____
 Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Deborah Broderick
 Print Title: Director of Finance

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3E.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFP Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontractors, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3); (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Farrell, Sean (POL)

From: Warren, Rosemary (POL)
Sent: Saturday, May 06, 2017 5:53 PM
To: Quinn, Dermot (POL)
Subject: FW: Braintree 05-05-17 2130 Hrs

*Rosemary Warren
Division of Investigative Services
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508)820-2642
Rosemary.Warren@massmail.state.ma.us*

From: Fahey, Scott (DFS)
Sent: Saturday, May 06, 2017 1:36 PM
To: POL-DL-FMO
Subject: Braintree 05-05-17 2130 Hrs

On Friday 05-05-17 at approximately 2130 Hrs responded to the Motel 6 at G.L. c. 4, sec. 7 cl. 26(e) Privacy in Braintree at the request of METROLEC SWAT to provide robotic assistance with a male party barricaded in room #113. The suspect had just shot a Braintree Police Officer through the room door. Braintree PD returned fire and was able to evacuate their officer. Once assistance arrived from State Police Troop H, Boston SWAT, and SEMLEC SWAT a perimeter was set up and all other occupants of the hotel were safely evacuated. Two robots were prepared to make entry into the room, both the iRobot 110 FirstLook and 510 PacBot. The door to the room was opened using a hydraulic breaching ram attached to METROLEC's "ROOK" Armored Critical Incident Vehicle. Once the door was breached a clear view was given to the suspect who was deceased and laying face down in a pool of blood. Norfolk CPAC to handle investigation. TECHS: Tpr Fahey and Tpr Sicard

Case# 2017-117-11/6

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Tuesday, April 11, 2017 11:55 AM
To: sales@irobot.com
Subject: Contract Renewal- DFS Contract- DFS-EOD-2014
Attachments: Signver_new.doc; StandardContractForm_IRobotRenewal2017.doc

Good Morning-

Attached please find a contract renewal form for the above referenced contract with the Massachusetts State Police (piggy backing on DFS Contract). Please sign and send the original ("wet ink" signature) back to my attention, to the address below, as soon as possible.

Additionally, I do not have a Contractor Authorized Signatory form on file. This form lists individuals who are authorized as legal representatives of the contractor for signing contracts. Please complete (with second page notarized), and mail back original with the contract renewal form.

Please feel free to contact me with any questions.

Thank you-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email ***(**please note new email address)***

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

Signature

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: IRobot Corporation (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: (W-9, W-4,T&C): 8 Crosby Drive, MS6-2, Bedford, MA 01730		Business Mailing Address: 470 Worcester Road, Framingham, MA 01702	
Contract Manager:		Billing Address (if different): same	
E-Mail:		Contract Manager: Cheri Lee	
Phone:	Fax:	E-Mail: cheri.lee@state.ma.us	
Contractor Vendor Code:		Phone: 508-820-2148	Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s):	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: DFS- EOD-2014	
<p style="text-align: center;"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;"><u>X</u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u>5</u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract Renewal- RFR# DFS-EOD-2014. Robotic Systems - per RFR specs and Bidder's Response.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u>, 20<u>18</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "<u>Effective Date</u>" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Deborah Broderick</u></p> <p>Print Title: <u>Director of Finance</u></p>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and unencumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here**. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28, and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Farrell, Sean (POL)

From: Qualls, William (DFS)
Sent: Tuesday, April 04, 2017 6:17 PM
To: Procopio, David (POL)
Subject: Fwd: Media request: WCVB-TV Boston

Dave,
I will text you on this.

Regards,

Bill

Sent from my iPhone

Begin forwarded message:

From: Bill Qualls <bq2439@aol.com>
Date: April 4, 2017 at 6:16:31 PM EDT
To: Bill Qualls <william.qualls@massmail.state.ma.us>
Subject: Fwd: Media request: WCVB-TV Boston

Sent from my iPhone

Begin forwarded message:

From: "Sicard, Stephen (DFS)" <stephen.sicard@state.ma.us>
Date: April 4, 2017 at 6:02:57 PM EDT
To: "bq2439@aol.com" <bq2439@aol.com>
Subject: Fwd: Media request: WCVB-TV Boston

Sent from my iPhone

Begin forwarded message:

From: Jonathan Lesser <jlesser@endeavorrobotics.com>
Date: April 4, 2017 at 5:55:02 PM EDT
To: "stephen.sicard@state.ma.us"
<stephen.sicard@massmail.state.ma.us>
Subject: FW: Media request: WCVB-TV Boston

From: Jonathan Lesser
Sent: Saturday, April 01, 2017 8:18 AM

To: 'steven.sicard@state.ma.us' <steven.sicard@state.ma.us>
Cc: Jason Chaput <jchaput@endeavorrobotics.com>
Subject: FW: Media request: WCVB-TV Boston

Officer Sicard,

Channel 5 is excited about this full-circle story!
Latest information below.

Jonathan

C: [REDACTED]
G.L. c. 4, sec. 7 et. 26(c) Privacy

From: Wankum, Mike D [<mailto:MWankum@hearst.com>]
Sent: Friday, March 31, 2017 8:54 PM
To: Jonathan Lesser <jlesser@endeavorrobotics.com>
Subject: Re: Media request: WCVB-TV Boston

Hi Jonathan:

Some planning and ideas for the Wednesday April 5 shoot. We'll never be able to highlight all 4 robots so let's focus on 1 or 2. Demonstrating what makes them impressive. We can plan another visit in the future to talk about your other robots or new developments. I will let you decide which we should focus on. My first choice is to showcase Firstlook and use some of Packbot as backgrounder since it is a legend in the robot world. However we could focus entirely on Packbot if that is the one Mass State Police use most of the time. Again, entirely your choice on what we feature. I can build a story around any of the robots.

We'll mainly shoot video of the robot being demoed, but I'd like to get a view of the shop/work area if possible. Nothing too specific and you tell us what we can, and can not shoot. It's to show the company at work. People working on something always makes great video.

The idea of the story is to highlight Endeavor Robotics in the most positive fashion possible and show our audience what an impressive operation they have in their own backyard.

Questions for an Endeavor Robotics official:

1. A brief history of Endeavor Robotics?
2. What do you do?
3. How do you do it?
4. How does this particular robot work? (Your choice)
5. Future plans. Where do you want to be in 5-10 years?
6. Your robots save lives, how does that make you feel?
7. Where in the world/country have you shipped these robots? (Looking for a laundry list, nothing too specific)

8. Why is this work so important? For the military and Mass State Police Bomb Squad?

For Mass State Police interviewee:

How does this robot save lives?
How has it made your job better/safer?
How have your tactics changed with these robots?
What do you think of this robot?

I'm really looking forward to our visit. Don't hesitate to call me on my cell if you have any questions or concerns.

Thanks,

Mike
Cell: G.L. c. 4, sec. 7 cl. 26(c) Privacy

From: Jonathan Lesser <jlesser@endeavorrobotics.com>
Sent: Thursday, March 30, 2017 1:28 PM
To: Wankum, Mike D
Subject: RE: Media request: WCVB-TV Boston

Mike,

That sounds great. I am trying to align the stars.
Your questions would be greatly helpful!

Jonathan

From: Wankum, Mike D [mailto:MWankum@hearst.com]
Sent: Monday, March 27, 2017 1:15 PM
To: Jonathan Lesser <jlesser@endeavorrobotics.com>
Subject: RE: Media request: WCVB-TV Boston

That would be awesome! I'm traveling through Friday so I'll compose some questions for you when I get back. The goal is to show what you do in the best possible light. Showing how you save lives and keep law enforcement safe is a great angle.
Mike

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Jonathan Lesser
Date: 03/27/2017 11:25 AM (GMT-05:00)

To: "Wankum, Mike D"
Subject: RE: Media request: WCVB-TV Boston

Mike,

I hope you're doing well, staying dry, warm or the many conditions we need to monitor in our standard New England spring. Regarding next week's opportunity, Wednesday, April 5, I was wondering if you'd like to get more on camera. We have a willing contact with the Mass State Police Bomb Squad who has been a long-standing ally and early adopter/evaluator or products who may be able to donate time and effort to the interview/spot. He could add color about how our local law enforcement and bomb-squads have changed tactics and response actions with the adoption of robotics.

Please also send along any other particulars so we may be prepared.

- WCVB Staff: how many/names
- Questions – to prepare?

VR,
Jonathan Lesser

Jonathan Lesser
Sr. Marketing Manager

Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
T: (+1) 978-769-9372
M: (+1) 781 249 1226
jlesser@EndeavorRobotics.com



From: Wankum, Mike D [<mailto:MWankum@hearst.com>]
Sent: Friday, March 17, 2017 11:28 AM
To: Jonathan Lesser <jlesser@endeavorrobotics.com>
Subject: Re: Media request: WCVB-TV Boston

Thanks Jonathon. I'm looking forward to the visit. To give you an taste of how the segments air I'm running a story with Colin Angle at iRobot tonight at 7pm.

From: Jonathan Lesser <jlesser@endeavorrobotics.com>
Sent: Friday, March 17, 2017 10:42 AM
To: Wankum, Mike D
Subject: RE: Media request: WCVB-TV Boston

Mike,

All that I am doing now is wrangling the VIP.

I should lock down the "who" shortly.

Thank you for your patience and the opportunity.

If you need any read-ahead material, let me know.

Jonathan

Jonathan Lesser
Sr. Marketing Manager

Endeavor Robotics
19 Alpha Road, Suite 101
Chelmsford, MA 01824-4237
T: (+1) 978-769-9372
M: (+1) 781 249 1226
jlesser@EndeavorRobotics.com



From: Wankum, Mike D [<mailto:MWankum@hearst.com>]
Sent: Thursday, March 16, 2017 9:41 AM
To: Jonathan Lesser <jlesser@endeavorrobotics.com>; Media <Media@endeavorrobotics.com>
Subject: Re: Media request: WCVB-TV Boston

You are correct. It's an opportunity for our audience to learn more about Endeavor Robotics. It's a 2-3 minute piece about what you are working on. I envision an interview with a VIP and a little demo about how one of the robots works. I want to show people how the working being done here is helping save lives around the world. It's intended to be a very positive story.

From: Jonathan Lesser <jlesser@endeavorrobotics.com>
Sent: Thursday, March 16, 2017 9:28:29 AM
To: Wankum, Mike D; Media
Subject: RE: Media request: WCVB-TV Boston

Mike,

I am working the opportunity internally.
Can you review again the types of questions you want to focus on in the slot?

I am presuming you'd like a VIP on camera (CEO/Pres) in addition to product experts speaking to how/where/for how long they have been fielded and the types of operations they have completed.

Jonathan

From: Wankum, Mike D [mailto:MWankum@hearst.com]
Sent: Thursday, March 16, 2017 2:26 AM
To: Media <Media@endeavorrobotics.com>; Jonathan Lesser <jlesser@endeavorrobotics.com>
Subject: Re: Media request: WCVB-TV Boston

Hi Jonathon: I'm following up on our phone call last week. You were checking on the availability of shooting a segment at Endeavor Robotics Wednesday April 5 at 11am. I hope that will work for you. I've penciled it in on our schedules but wanted to confirm with you.

Mike

From: Wankum, Mike D
Sent: Monday, March 6, 2017 9:35:04 AM
To: media@EndeavorRobotics.com; jlesser@EndeavorRobotics.com
Subject: Media request: WCVB-TV Boston

Good morning Jonathan:

I wanted to follow up on my voice mail this morning. I produce a weekly segment called "Cutting Edge" featuring local companies doing exciting things. These are very positive stories and meant to show the fascinating projects being developed right here in New England.

I was talking to Colin Angle of iRobot last week and he recommended I contact you about an upcoming story. The stories have received very enthusiastic responses. They initially air during our Friday night 7pm news. It then re-airs several times during the weekend and distributed to our other Hearst and ABC affiliates around the country.

We usually shoot Wednesdays and it takes about 2 hours. However, we are flexible and can work within your schedule. You have so many neat things at Endeavor Robotics the challenge may be in narrowing down the focus of the story. We can talk about possible ideas.

I do have an opening this Wednesday if it works with your schedule.

You can contact me easiest via email, text or cell phone

Thanks for considering,

Mike




Mike Wankum | Meteorologist/"Cutting Edge" Producer
WCVB Channel 5 Boston | 5 TV Place Needham, MA 02494
Weather Office Phone: 781-433-4327
Cell: 781-424-8327
mwankum@hearst.com | wcvb.com



Farrell, Sean (POL)


From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Thursday, March 02, 2017 11:53 AM
Conversation: New Shape-Shifting Robot Is Amazingly Agile--and Super-Creepy
Posted To: Top of Personal Folders
Subject: New Shape-Shifting Robot Is Amazingly Agile--and Super-Creepy

 This is Handle, the latest creation from Boston Dynamics, the company responsible for BigDog and Spot. Handle is a two-wheeled robot that can move at nine miles per hour and jump four feet vertically.

[View article...](#)

Farrell, Sean (POL)


From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Wednesday, March 01, 2017 8:11 AM
Conversation: New Shape-Shifting Robot Is Amazingly Agile and Super Creepy
Posted To: Top of Personal Folders
Subject: New Shape-Shifting Robot Is Amazingly Agile and Super Creepy

 This is Handle, the latest creation from Boston Dynamics, the company responsible for BigDog and Spot. Handle is a two-wheeled robot that can move at nine miles per hour and jump four feet vertically.

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Farrell, Sean (POL)

From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Tuesday, February 28, 2017 1:17 PM
Conversation: Boston Dynamics unveils 'nightmare-inducing' hybrid robot
Posted To: Top of Personal Folders
Subject: Boston Dynamics unveils 'nightmare-inducing' hybrid robot

 Meet Handle, the two-wheeled, four-legged creation from the Google-owned robotics firm that even company founder Marc Raibert says is frightening.

[View article...](#)

Farrell, Sean (POL)

From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Tuesday, February 28, 2017 1:10 PM
Conversation: Boston Dynamics unveils 'nightmare-inducing' hybrid robot
Posted To: Top of Personal Folders
Subject: Boston Dynamics unveils 'nightmare-inducing' hybrid robot



Meet Handle, the two-wheeled, four-legged creation from the Google-owned robotics firm that even company founder Marc Raibert says is frightening.

[View article...](#)

Farrell, Sean (POL)

From: Prior, Richard (POL)
Sent: Friday, February 17, 2017 9:31 AM
To: Schwartz, Kurt (CDA)
Subject: Re: Drone Demonstration Today at 1 PM

Me

Sent from my iPhone

On Feb 17, 2017, at 9:03 AM, Schwartz, Kurt (CDA) <Kurt.Schwartz@MassMail.State.MA.US> wrote:

Hi. I'm checking in to see who will be attending the 1 PM presentation/demonstration today at CyPhy works in Danvers?? Please let me know.

Kurt Schwartz
Director
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
508-820-2010 (Office)
508-820-2000 (24/7 Communications Center)
G.L. c. 4, sec. 7 of 26(O) Privacy **(Cell)**

-----Original Appointment-----

From: Schwartz, Kurt (CDA)
Sent: Wednesday, January 25, 2017 2:58 PM
To: Schwartz, Kurt (CDA); Packard, Christine (CDA); Russas, Michael (CDA); Main, Mikael (CDA) (Mikael.Main@MassMail.State.MA.US); Tecce, Heather (CDA); Phillips, Allen (CDA); Hamel, Jaclyn (CDA); Prior, Kevin (CDA); Prior, Richard (POL); Main, Mikael (CDA) (Mikael.Main@MassMail.State.MA.US)
Subject: Drone Demonstration
When: Friday, February 17, 2017 1:00 PM-3:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: CyPhy Works, 16c Electronics Avenue, Danvers

CyPhy Works in Danvers is a leading manufacturer of commercial, public safety and military-grade drones. I recently met the CEO (he attended a presentation I gave at the Kennedy School to a homeland security class taught by Juliette Kayyem). The CEO has invited MEMA, along with Juliette, to a tour of their facility in Danvers and a demo of their drones. I am inviting the State Police to attend as well.

I believe that CyPhy Works is affiliated with IRobot, which is a leading manufacturer of robots used by law enforcement and military EOD and SWAT units.

If you're available and interested, please join us for the tour and demo on February 17th.

Kurt

POC:

Lance Vanden Brook | CEO | CyPhy Works
16C Electronics Ave | Danvers MA | 01923
www.CyPhyWorks.com
713.305.1176

Lance Vanden Brook <lance.vandenbrook@cyphyworks.com>

Farrell, Sean (POL)

From: Schwartz, Kurt (CDA)
Sent: Wednesday, January 25, 2017 2:54 PM
To: Prior, Richard (POL)
Subject: CyPhy Works

Rich - - I'll send you the calendar invite in a moment. Here's the email that I received yesterday from Lance Vanden Brook. He's the CEO of CyPhy Works in Danvers. I'm pretty sure that this company is affiliated with IRobot.

Kurt

Kurt Schwartz
Director
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
508-820-2010 (Office)
508-820-2000 (24/7 Communications Center)
508-820-2000 (Cell)

From: Lance Vanden Brook [mailto:lance.vandenbrook@cyphyworks.com]
Sent: Wednesday, January 25, 2017 11:06 AM
To: Schwartz, Kurt (CDA) <Kurt.Schwartz@MassMail.State.MA.US>
Cc: Juliette Kayyem <juliette.kayyem@gmail.com>; Schwartz, Kurt (CDA) <Kurt.Schwartz@MassMail.State.MA.US>; Helen Greiner <helen@cyphyworks.com>
Subject: Re: CyPhy Works

Kurt -

The 17th works for our team at CyPhy Works. Please feel free to invite as many individuals as you would like. We will give you a tour of our facility and walk you through how Helen Greiner (Founder) started our business and her background as a co-founder of iRobot. After the tour we will provide a live demonstration of the PARC system (Persistent Aerial Reconnaissance & Communications). We can then wrap up with any Q&A that you may have.

Our address is 16C Electronics Ave, Danvers MA 01923

We look forward to your visit.

Kind Regards,

Lance Vanden Brook | CEO | CyPhy Works
16C Electronics Ave | Danvers MA | 01923
www.CyPhyWorks.com
713.305.1176

On Jan 25, 2017, at 6:43 AM, Schwartz, Kurt (CDA) <Kurt.Schwartz@MassMail.State.MA.US> wrote:

Lance and Juliette:

My apologies for not following up on Lance's invitation before now. I am available anytime on Friday, February 10th, at/after 1 PM on Friday, February 17th. Do either work for you?

Lance: are you okay with me extending an invitation to Major Rich Prior of the State Police? Major Prior oversees Tactical Operations, which includes the State Police Air Wing, SWAT, and their other tactical resources. Major Prior has been looking to build a UAV program within the State Police for some time.

I look forward to hearing from you, and to seeing the demonstration.

Kurt

Kurt Schwartz
Director, Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
508-820-2000 (Direct)
508-820-2000 (24/7 Communications Center)

From: Lance Vanden Brook <lance.vandenbrook@cyphyworks.com>
Sent: Tuesday, January 24, 2017 10:01 AM
To: Juliette Kayyem; Schwartz, Kurt (CDA)
Subject: CyPhy Works

Good Morning Juliette and Kurt -

I wanted to follow up with both of you from our November meeting. I had suggested that we have you both to our facility in Danvers where we could fly a demonstration and give you an overview of our PARC System. Kurt, we are very interesting with working with your organization and would enjoy an opportunity to show you how MEMA could utilize our technology. As I discussed with Juliette, we would be willing to provide a system to MEMA along with pilots and allow you to see how using PARC could help your teams manage a variety of emergency situations. We also discussed working with your organization to establish regulatory requirements for the state. David Loh is General Counsel for CyPhy and he currently sits on a FAA board in Washington to help mold future regulations. He could be a great asset to helping craft regulations for Massachusetts.

If there are some dates that are better for you we will work to get a demo scheduled. I look forward to hearing from you

Kind Regards,

*Lance Vanden Brook | CEO | CyPhy Works
16C Electronics Ave | Danvers MA | 01923
www.CyPhyWorks.com
713.305.1176*

Farrell, Sean (POL)

From: Cooper, Scott (DFS)
Sent: Monday, January 16, 2017 8:28 PM
To: Cooper, Scott M (POL)
Subject: FW: visit to Lesley Ellis

From: Matt Brekken [mailto:mbrekken@endeavorrobotics.com]
Sent: Friday, January 13, 2017 4:12 PM
To: Jen Hodgdon; Freed, Lisa
Cc: Cooper, Scott (DFS); Nason, Joanne (DFS)
Subject: RE: visit to Lesley Ellis

Hi Jen,

Confirming receipt and looking forward to it! I can stay for the duration as you note below.

Best Regards,
Matt Brekken
Endeavor Robotics

From: Jen Hodgdon [mailto:jhodgdon@lesleyellis.org]
Sent: Friday, January 13, 2017 2:51 PM
To: Freed, Lisa <lfreed@irobot.com>; Matt Brekken <mbrekken@endeavorrobotics.com>
Cc: scott.cooper@state.ma.us; joanne.nason@state.ma.us
Subject: Re: visit to Lesley Ellis

Good afternoon!

I am confirming that everyone received this email and that we are all set for next Wednesday's program here at Lesley Ellis. I am not sure of the length of the program for grades 3-8 which begins at 8:45 am, but would like have a demo only at the end of the program and bring our grades PreK-2 in along with grades 3-8 so that they can see the robots at work. I am guessing that demo would happen around 9:20/9:30 am? Please confirm so that I can share this with our teachers.

Will you be needing anything such as a projector, mic, etc?

Looking forward to seeing you on Wednesday!

Chat soon,
Jen

On Mon, Jan 9, 2017 at 2:48 PM, Jen Hodgdon <jhodgdon@lesleyellis.org> wrote:

Hi Lisa and Matt.
Happy Monday!

We will have MA State Trooper Scott Cooper with us for the 8:45-9:15 am assembly. We have several classes interested in the program. This is what I think will work best for all (if you agree):

8:45-9:15 am assembly in the Lesley Ellis School Wing (our carpeted auditorium space)

Grades 3-8

Total of 55 students

Our Prekindergarten, Transitional Kindergarten and Kindergarten classes (60 students) are interested in seeing the robots. Is it possible to have these classes come to the Wing for 15 minutes at 9:15 to see the robots at work only, no in-depth program?

I have copied Trooper Cooper on this email as well to catch him up to speed.

Please let me know what your thoughts are.

Looking forward to working with you all.

Jen

On Mon, Jan 9, 2017 at 9:12 AM, Freed, Lisa <lfreed@irobot.com> wrote:

Jen

Meet Matt. He's your volunteer for the visit to Lesley Ellis on the 18th

I've told him it's at 8:45, but please provide him any and all details. It should be around 50 kids- are they grades 3-8? (that's a pretty big span of ages!)

Matt works for Endeavor Robotics- which is the iRobot spinoff handling defense and security now. Since we don't know who is coming from MSP, he'll probably bring at least one robot with him, but can talk about how we design the robots and they use them.

If you can provide the logistics and details for Matt that would be fantastic.

Thanks so much

lisa

Lisa Freed, P.E., LEED AP
STEM Program Manager

8 Crosby Drive 10-2 | Bedford, MA 01730
t: 781.430.3586 c: 781-910-7219
lfreed@irobot.com

iRobot

--
Jen Hodgdon
Director of Development
Lesley Ellis School
41 Foster Street
Arlington, MA 02474
781-641-5987 Ext. 1212
www.lesleyellis.org

--
Jen Hodgdon
Director of Development
Lesley Ellis School
41 Foster Street
Arlington, MA 02474
781-641-5987 Ext. 1212
www.lesleyellis.org

Farrell, Sean (POL)

From: Cooper, Scott M (POL)
Sent: Saturday, January 07, 2017 6:21 PM
To: scottmichaelcooper16@gmail.com
Subject: Fw: IROBOT Demonstration

From: Nason, Joanne (DFS)
Sent: Friday, January 6, 2017 2:55 PM
To: Cooper, Scott M (POL)
Cc: Qualls, William (DFS)
Subject: IROBOT Demonstration

Hi Scott, Sgt. Qualls has informed me that you are the pick for the Leslie Ellis School at 41 Foster Street, Arlington for a demonstration with IROBOT for a class on January 18 at 845 am.

The contact person will be Jen Hodgkin (her husband is a trooper, just an FYI) her cell number is G.L. c. 4, sec. 7 cl. 26(c) Privacy

Anything else you need just let me know. But I think you should be all set.

Thanks

Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us

Farrell, Sean (POL)

From: Nason, Joanne (DFS)
Sent: Friday, January 06, 2017 2:56 PM
To: Cooper, Scott M (POL)
Cc: Qualls, William (DFS)
Subject: IROBOT Demonstration

Hi Scott, Sgt. Qualls has informed me that you are the pick for the Leslie Ellis School at 41 Foster Street, Arlington for a demonstration with IROBOT for a class on January 18 at 845 am.

The contact person will be Jen Hodgkin (her husband is a trooper, just an FYI) her cell number is 508-245-0886.

Anything else you need just let me know. But I think you should be all set.

Thanks

Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us

Farrell, Sean (POL)

From: MSN.com - Hotmail, Outlook, Skype, Bing, Latest News, Photos & Videos
Posted At: Thursday, October 06, 2016 4:39 AM
Conversation: A robotics company made a cat robot that can open doors
Posted To: Top of Personal Folders
Subject: A robotics company made a cat robot that can open doors



This is the Minitaur by Ghost Robotics can open doors and climb fences.

[View article...](#)

Farrell, Sean (POL)

From: Fahey, Scott (DFS)
Sent: Thursday, September 15, 2016 1:16 AM
To: POL-DL-FMO
Subject: Suicidal Subject East Walpole 09-14-16 2145 Hrs

On Wednesday 09-14-16 at approximately 2145 Hrs responded to G.L. c. 4. sec. 7 cl. 26(c) Privacy in East Walpole at the request of Sgt James O'Connell of the PD. Upon arrival was advised they had a suicidal male possibly inside the house and when they attempted to make entry they saw what was believed to be booby traps in the kitchen. The subject is known to have previous charges for terrorist threats and possession of weapons. Two(2) robots were deployed inside the house both the iRobot FirstLook and PackBot. The items of concern were determined to be extension cords wrapped around several doorknobs and not a threat. The subject was then observed with both robots coming out of a bedroom with no weapons. It was at this time Walpole PD approached the door and ordered him out of the house. Subject was placed in custody without incident. TECHS: Tpr Fahey, Tpr Sicard, and Sgt Bachelder

Case# 2016-117-22/6

Farrell, Sean (POL)

From: Lee, Cheri (POL)
Sent: Wednesday, July 27, 2016 4:28 PM
To: Migliaccio, Jenniffer (POL)
Cc: Broderick, Deborah (POL);Rivera Morgan, Awilda (POL);Comeau, Melissa (POL)
Subject: FW: Message from "RNP0026735FEE31"
Attachments: 20160727144848417.pdf

Hi Jenn-

Attached please find the purchase order paperwork, as well as payment documentation, for the purchase of a Mini Remote Operated Vehicle for the MSP Underwater Recovery Unit in FY2011. I have emailed Trooper Mike Josti asking if they have the owner's manual for this.

There was a purchase last FY for the Port - purchase of iRobot FirstLook Robotic System. The purchasing was handled by Troop F with funding from a Port Security Grant. MSP agreed to pay 25% from forfeiture funds. I don't believe this would fall under us. Sergeant Bob Ahearn handled this for the Port.

Let me know if you need anything else.

Thanks-
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 - Ph
(508) 820-2165 - Fax
Cheri.lee@state.ma.us - Email (**please note new email address)

-----Original Message-----

From: Fiscal@state.ma.us [mailto:Fiscal@state.ma.us]
Sent: Wednesday, July 27, 2016 2:49 PM
To: Lee, Cheri (POL)
Subject: Message from "RNP0026735FEE31"

This E-mail was sent from "RNP0026735FEE31" (Aficio MP 2852).

Scan Date: 07.27.2016 14:48:48 (-0400)
Queries to: Fiscalscanner@state.ma.us

FPORTB0310

View All (1 of 1) : Document submitted successfully - Pending Approval

PC - POL - PCPOL170811SSDX34701 - 1 - New - Pending

Action Menu

Load T and C Ship/Bill To Lines

Vendor Line	Vendor Customer	Legal Name	Line Amount	Modified
1	VC6000188932	SOUTH SHORE DIVERS INC	\$44,537.50	false

First Prev Go To Next Last



Vendor

Vendor Customer: Vendor Contact ID:

Legal Name: SOUTH SHORE DIVERS INC Vendor Contact Name:

Alias/DBA: Vendor Contact Phone:

Address Code: Vendor Contact Phone Ext.:

147 BRIDGE STREET Vendor Contact Email:

WEYMOUTH

MA

02191

USA Secondary Reason:

Vendor Preference Level:

Web Address http:// Modified:

Discount

Discount 1 % :	<input type="text" value="5.0000"/>	Days :	<input type="text" value="9"/>	Disc Alw :	<input type="text" value="No"/>
Discount 2 % :	<input type="text" value="3.0000"/>	Days :	<input type="text" value="14"/>	Disc Alw :	<input type="text" value="No"/>
Discount 3 % :	<input type="text" value="2.0000"/>	Days :	<input type="text" value="19"/>	Disc Alw :	<input type="text" value="No"/>
Discount 4 % :	<input type="text"/>	Days :	<input type="text"/>	Disc Alw :	<input type="text" value="No"/>

Top

Approve Reject Close

Menu View Assembly Request

Order

View All (1 of 1) : Document submitted successfully - Pending Approval
 PC - POL-PCPOL170811SSDX34701- 1- New- Pending

Action View

Load T and C Ship/Bill To Lines

Line	Line Amount	Line Closed Amount	Line Open Amount	Modified
1	\$44,537.50	\$0.00	\$44,537.50	false

Insert New Line Insert Copied Line First Prev Go To Next Last

Commodity 1: 48141500000 >



General Information

Event Type:	PR05	Budget FY:	
Accounting Template:		Fiscal Year:	
Line Description:	Underwater Recovery/Port of Boston Security Enhancements Grant MINIROVER ROV VEHICLE	Period:	
Line Amount:	\$44,537.50	Freight %:	0.0000
Reserved Funding:	No	Modified:	false
		Number of Attachments:	0
		Line Closed Amount:	\$0.00
		Line Closed Date:	
		Line Open Amount:	\$44,537.50
		Referenced Line Amount:	\$0.00

Reference

Fund Accounting

Fund:	0100	Object:	F21	OBSA:	
Sub Fund:	0000	Sub Object:		Sub OBSA:	
Department:	POL	Revenue:		Dept Object:	
Unit:	1708	Sub Revenue:		Dept Revenue:	
Sub Unit:		BSA:			
Appr Unit:	80004701	Sub BSA:			

Detail Accounting

Location:		Reporting:		Major Program:	PSGP
Sub Location:		Sub Reporting:		Program:	FPORTBOS10
Activity:		Task:		Phase:	
Sub Activity:		Sub Task:		Program Period:	2010
Function:		Task Order:			
Sub Function:					

Payment Details

Top

South Shore Divers, Inc.

147 Bridge Street
Weymouth, MA 02191

Quote

DATE	Quote NO.
6/8/2011	..060811-03

(Handwritten signature)

NAME / ADDRESS
Massachusetts State Police Dive team 470 Worcester Road Framingham, MA 01702

P.O. NO.	TERMS
	Terms listed

DESCRIPTION	QTY	UNIT PRICE	TOTAL
High output minirover rov vehicle	1	44537.50	44,537.50

Thank you for your business. The pricing for this estimate is valid for 60 days.

TOTAL \$44,537.50



**COMMONWEALTH OF MASSACHUSETTS
PURCHASE ORDER
FOR COMMODITIES AND/OR SERVICES**

<input checked="" type="checkbox"/> COMMODITY/EQUIPMENT	<input type="checkbox"/> SERVICE
---	----------------------------------

THIS PURCHASE ORDER CONFIRMS AN ORDER THAT WAS PREVIOUSLY PLACED. PLEASE DO NOT DUPLICATE.

*Purchase Order Issue Date: June 17, 2011	*Purchase Order Number: PCPOL170811SSDX34701	
	Contract Number: SP09-SCUBA-W80	
Requested Delivery Date: ASAP	Call to Schedule Delivery Appointment: <input checked="" type="checkbox"/> yes (tel. 617-740-7820) <input type="checkbox"/> no	Freight Terms: <input type="checkbox"/> Freight on Board - Destination <input type="checkbox"/> Other (Specify)

Vendor Information	
*Name: SOUTH SHORE DIVERS, INC. *Address: 147 BRIDGE ST. *City, State, Zip Code: WEYMOUTH, MA	Contact Person: AL Phone: 781-331-1144 Fax: 781-340-0321 Email: N/A Quote Number (if applicable): 060811-03

Department Information	
*Ship to Department Name: MASS. STATE POLICE DIVE TEAM *Contact Person: TPR MICHAEL JOSTI *Address: 470 WORCESTER RD. *City, State, Zip Code: FRAMINGHAM, MA 01702 *Telephone: 617-223-1958 Email: michael.josti@pol.state.ma.us Delivery Instructions:	*Bill to Department Name: SAME *Contact Person: *Address: *City, State, Zip Code Telephone: Email: Prompt Payment Discount (Terms & %): 9 DAYS=5.0%, 14 DAYS=3.0% and 19 DAYS=2.0%

Instructions to the Vendor:

- The vendor's invoice must include the following minimum information: Purchase order number, quantity and description of item(s) shipped, unit of measure, unit price, total dollar amount of any discount, total price and the vendor's invoice number.
- The purchase order number must appear on the vendor's packing list.
- See attached specifications, if any, related to this purchase order. If this purchase order is for services, please see the section entitled Engagement of Services below. Additional specifications are not necessary if the details of the performance are covered in the contract.
- Vendor assumes risk of loss for commodities in transit. All commodities are subject to inspection upon delivery. Commodities delivered after the Requested Delivery Date above may be rejected. Rejected commodities will be returned at the vendor's expense.

* Engagement of Services (may be required for services): If this Purchase Order is for the provision of services which have been negotiated with the vendor, provide a brief description here of those services (attach detailed specifications, if appropriate). Also, include the dates of service, the number of hours and the hourly rates associated with this engagement. The vendor must sign this form for the engagement of services. Note: This form or additional specifications are not required if the RFR and contract contain all of the required Purchase Order information.

Line #	Vendor Item Number	Item Description	Unit of Measure	Quantity	Unit Price	Subtotal (Quantity x Unit Price)	** Discount	Total Price (Subtotal minus Discount)
1	N/A	ITEMS AS QUOTED IN QTE #060811-03			\$44,537.50			\$44,537.50

Pricing includes installation on masks, retesting, charging and option setup of all units in store

Department Approval Signature: _____ *Printed Name: CELESTE Y. HAMM *Date: 6/17/2011	Subtotal: \$44,537.50
* Vendor Approval (only required for the Engagement of Services) *Signature: _____ *Printed Name: *Date:	Shipping and Handling: N/A
	Total Order Amount: \$44,537.50

* Indicates required field. ** Discount includes any Prompt Payment Discounts.

SPORTBOSSID

View All (1 of 6) : Document submitted successfully
PRC - POL - PVPOL170611175X37701 - 1 - New - Final

Action Menu

Vendor Line	Vendor Customer	Legal Name	Line Amount
✓	VC6000188832	SOUTH SHORE DIVERS INC	44637.50

Insert New Line Insert Copied Line First Prev Go To Next Last



General Information

G.L. c. 4, sec. 7 cl. 26(c) Privacy

Vendor Customer: [REDACTED] Vendor Contact ID: PC999

Legal Name: SOUTH SHORE DIVERS Vendor Contact Name: NONE PROVIDED

Alias/DBA: Vendor Contact Phone: NONE PROVIDED

Address Code: ADD001 Vendor Contact Phone Ext:

Address 1: 147 BRIDGE STREET Vendor Contact Email:

Address 2: Fax:

City: WEYMOUTH Fax Extension:

State: Massachusetts Web Address http://:

Zip Code: 02191 Taxpayer ID Number:

Country: USA Taxpayer ID Type:

County: [REDACTED] Merchant ID: [REDACTED]

Tax Profile:

Received Service From Date: [REDACTED]

Received Service To Date: [REDACTED]

Disbursement Options

Disbursement Type: EFT Handling Code: [REDACTED]

Disbursement Format: CTX Disbursement Category: 100

Scheduled Payment Date: 07/01/2011

Disbursement Priority: 99

Single Payment:

Pay Third Party:

On-line Disbursement Rqst:

EFT Status: Eligible for EFT



Invoice Information

Agreement Reference

South Shore Divers, Inc.

147 Bridge Street
Weymouth, MA 02191

Invoice

DATE	INVOICE #
6/24/2011	062411-03

BILL TO
Massachusetts State Police Dive team 470 Worcester Road Framingham, MA 01702

SHIP TO
Massachusetts State Police 427 Commercial Street Boston, MA 02109

P.O. NUMBER	TERMS
SSDX34701	Terms listed

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	High output minirover rov vehicle	44,537.50	44,537.50

Invoice Receipt date 6/24/2011
"The equipment, goods or services for which this
payment is made were received on 6/24/11"
certified by [Signature] 25475
signature date 6/24/2011

Thank you for your business. **Total** \$44,537.50

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Wednesday, July 27, 2016 11:25 AM
To: Bille, Anthony
Subject: FW: Irobot purchase

FYI

Kimberley DeSiata
Accountant IV
Procurement Department

470 Worcester Road
Framingham, MA 01702

Ph: 508-988-7427
Fx: 508-820-2165
Email: Kimberley.desiata@massmail.state.ma.us

From: DeSiata, Kimberley (POL)
Sent: Wednesday, July 27, 2016 11:24 AM
To: Ahern, Robert (POL)
Cc: Lee, Cheri (POL)
Subject: Irobot purchase

Sgt Ahern

I have an open encumbrance to pay 25% of the Irobot that was purchased for MassPort but I do not have an invoice to process.

Could I also get a copy of the Purchase order for my records?

Please advise.

Kimberley DeSiata
Accountant IV
Procurement Department

470 Worcester Road
Framingham, MA 01702

Ph: 508-988-7427
Fx: 508-820-2165
Email: Kimberley.desiata@massmail.state.ma.us

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Thursday, June 23, 2016 9:51 AM
To: sales@irobot.com
Subject: Invoice

Good morning,

Mass State Police purchased from Irobot and I do not have a purchase order number or invoice. The invoice amount appears to be \$10132.00

Delivery was to:

Dept of State Police - Logan
2 Service Road
East Boston, MA 02128

Kimberley DeSiata
Accountant IV
Procurement Department

470 Worcester Road
Framingham, MA 01702

Ph: 508-988-7427
Fx: 508-820-2165
Email: Kimberley.desiata@massmail.state.ma.us

Farrell, Sean (POL)

From: Phippen, Kerri <khippen@irobot.com>
Sent: Wednesday, May 04, 2016 2:33 PM
To: Phippen, Russell (POL)
Subject: Confirmation of fax sent
Attachments: 3398_001.pdf

From: scans@irobot.com [mailto:scans@irobot.com]
Sent: Wednesday, May 04, 2016 2:33 PM
To: Phippen, Kerri <khippen@irobot.com>
Subject: Attached Image



Sending a Fax

Remember your fax number is not connected to your phone system.
No need to insert a 9 (to dial an outside line) for outgoing faxes.

User: Kristen Lynch

Number: 17814795994

[Logout](#)

[customerResource](#) [supportFAQ](#)

Send a Fax

Fax right from your computer

Use our simple web form to send files as faxes to any destination in the world.

Fax Sent

FAX SENT TO 5088202211

RECIPIENT'S NAME Kelly Dewolfe

RECIPIENT'S COMPANY GHQ- Human Resources

ACCOUNT ID

CLIENT Russell Phippen

MATTER ASIFLEX

REFERENCE ID

FAX QUALITY fine

SUBJECT

COVER PAGE Please find my attached ASIFLEX- re-enroll form.

Flex spending 2016-2017.pdf	80911 bytes	<input checked="" type="checkbox"/> Sent
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[Print this page](#)

- [Account Overview](#)
- [Profile](#)
- [Preferences](#)
- [Activity Reports](#)
- [Send a Fax](#)
- [Logout](#)

Farrell, Sean (POL)

From: Zipper, Paul (DFS)
Sent: Thursday, April 28, 2016 4:43 PM
To: Quinn, Dermot (POL)
Cc: Dowd, Philip (MID); Leahy, Francis (POL); Qualls, William (DFS); Richard, Daniel (POL)
Subject: Re: Real Time EOD Down Link

We had a debrief with our unit and that was mentioned. Thanks for supporting the troops

Sent from my iPhone

On Apr 28, 2016, at 3:30 PM, Quinn, Dermot (POL) <Dermot.Quinn@MassMail.State.MA.US> wrote:

That is great Paul. Thanks. Your guys were terrific at the scene. One other issue that presented itself was the ability to have an armored vehicle like a Bearcat be able to place a robot into a third floor window (Massachusetts is the land of three deckers and I think it would be reasonable to set 3 floors as a benchmark). Not a technology issue, but more of a technology deployment issue. Paul Horgan can describe the scene and the issue we faced regarding deployment.

DJQ

From: Zipper, Paul (DFS)
Sent: Thursday, April 28, 2016 1:40 PM
To: Dowd, Philip (MID); Leahy, Francis (POL); Quinn, Dermot (POL)
Cc: Qualls, William (DFS); Richard, Daniel (POL)
Subject: Real Time EOD Down Link

Lt Colonel,

Per your inquiry at the Lawrence Shooting regarding existing technology that would allow a Command Post to view what the "Bomb Tech" sees on his robot controller:

We have reached out to ENDEAVOR (formerly IROBOT) with your question.

They have advised they are presently developing a product which will support the ability for real time remote viewing. The product will be ready for testing in 4 months.

D Lt. Paul T Zipper #2096
Fire & Explosion Investigation Section
Massachusetts State Police
1 State Road
Stow, MA 01775
G.L. c. 4, sec. 7 cl. 26(c) Privacy (cell)
(978) 567-3310 (office)
Email: Paul.Zipper@state.ma.us

Farrell, Sean (POL)

From: Quinn, Dermot (POL)
Sent: Thursday, April 28, 2016 3:31 PM
To: Zipper, Paul (DFS);Dowd, Philip (MID);Leahy, Francis (POL)
Cc: Qualls, William (DFS);Richard, Daniel (POL)
Subject: RE: Real Time EOD Down Link

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Email: Paul.Zipper@state.ma.us

Farrell, Sean (POL)

From: Richard, Daniel (DFS)
Sent: Monday, February 29, 2016 12:19 PM
To: Zipper, Paul (DFS)
Cc: Richard, Daniel (POL)
Subject: Meeting today.

DLT,

Here are my meeting notes

I instructed the group on the following:

Bomb Threat Assessment Training:

- Update on NECC
- Upcoming Class at Holyoke CC March 28th.

New EK9 Trainee Trooper Cooper and K9 Kayak

Meeting tomorrow at 11am in our new conference room to discuss the iRobot issue and how to move forward.

Media availability PIO's from MSP and DFS working on new date re: School Bomb Threats

I have coordinated with Mansfield Cable Access TV to produce PSA's for Marshal for whatever issue he wishes to address.

Other things I wrote down:

John Malloy- New DFS hire for Environmental Safety Issues

New Online classes from MFA:

- Night Club Safety
- Chemical Suicide

The MFA is transitioning from 9 week course to a 10 week course in June.

Special Ops is looking for drivers for their apparatus.

Marc h 22 there will be a Webinar on PPE

DFS is looking for a Maintenance Supervisor and a Store Keeper II

The Cafeteria Vendor will be changing over on Easter Week.

December 9, 2016 "Managers Make Brunch" save the date..

Regards, DGR

Lieutenant Daniel G. Richard
Executive Officer
Massachusetts State Police Fire and Explosion Investigation Unit

1 State Road
Stow, MA 01775
Office (978) 567-3330

Farrell, Sean (POL)

From: Nason, Joanne (DFS)
Sent: Friday, February 26, 2016 11:40 AM
To: Rourke, Steven (DFS);Sicard, Stephen (DFS);William Qualls;Zipper, Paul (DFS);Richard, Daniel (POL);Walrath, Julie (DFS);Benoit, Karen (DFS);Clemons, David (DFS)
Subject: Meeting FROBOT15 HLS Robots

Sgt. Qualls is requesting this meeting with all of you to discuss the HLS Robot purchase and a clear understanding that IROBOT robotic part of that company is being purchased by another, name unknown, and will not be dealing with robots that would be utilized by the FIU Bomb Squad, but that the new company, name unknown, would be making the robots. This is an informational meeting to discuss what options the Bomb Squad will have in securing six robotic with this HLS monies, asking for an extension of the HLS Grant money, and other questions of that nature. This is a DFS informational meeting. We would like to have it here in FIU at 11-12 pm on Tuesday, March 1, 2016.

Please RSVP to Joanne Nason.

Thank you

Joanne Nason PCII
MSP Fire & Explosion Investigation Unit
Department of Fire Services
P.O. Box 1025, State Road
Stow, MA 01775
Tel: 978-567-3313
Fax: 978-567-3119
Joanne.Nason@state.ma.us

Farrell, Sean (POL)

From: Pinkes, William (POL)
Sent: Thursday, October 01, 2015 5:25 PM
To: Lee, Brian (POL)
Cc: Wilgus, Phillip (POL); Gass, Edward (POL); Doak, Brian (POL)
Subject: Re: Training request

Approved

Respectfully,
Det.Lt. Bill Pinkes
Executive Officer
Massachusetts State Police Academy
340 West Brookfield Road
New Braintree, MA 01531
508-867-1026

On Oct 1, 2015, at 5:06 PM, Lee, Brian (POL) <brian.lee@MassMail.State.MA.US> wrote:

D.Lt. William Pinkes,

I am requesting your permission to go forward with Tpr. Jones' request. iRobot supplies the robots to the Bomb Squad and they have been here in the past for the same/similar activity. Please advise.

Thank you,

Brian Lee

From: Doak, Brian (POL)
Sent: Thursday, October 01, 2015 2:20 PM
To: Lee, Brian (POL)
Cc: Pinkes, William (POL); Wilgus, Phillip (POL); Gass, Edward (POL)
Subject: Training request

Sergeant,

Trooper Dan Jones, MSP Bomb Squad, is requesting to utilize the track for training with I-Robot. The members from I-Robot would be accompanied by Trooper Jones and the training would take place on a date and location that would not interfere with our training.

Trooper Brian R. Doak
Massachusetts State Police
Emergency Vehicle Operation Center
110 Fitchburg Rd
Ayer, MA 01433
978-772-4405
978-772-3860 (fax)

Special Emergency Response Team

Farrell, Sean (POL)

From: Lee, Brian (POL)
Sent: Thursday, October 01, 2015 5:07 PM
To: Pinkes, William (POL)
Cc: Wilgus, Phillip (POL); Gass, Edward (POL); Doak, Brian (POL)
Subject: FW: Training request

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Thank you,

Brian Lee

From: Doak, Brian (POL)
Sent: Thursday, October 01, 2015 2:20 PM
To: Lee, Brian (POL)
Cc: Pinkes, William (POL); Wilgus, Phillip (POL); Gass, Edward (POL)
Subject: Training request

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Trooper Brian R. Doak
Massachusetts State Police
Emergency Vehicle Operation Center
110 Fitchburg Rd
Ayer, MA 01433
978-772-4405
978-772-3860 (fax)

Special Emergency Response Team

Farrell, Sean (POL)

From: Otte, David (POL)
Sent: Monday, September 14, 2015 1:10 PM
To: jack.flynn@massmail.state.ma.us;Caron, Mark (POL) (mark.caron2@MassMail.State.MA.US);Grenham, Thomas (POL)
Cc: Fournier, Maribel (DFS)
Subject: FW: Army lease of building

Sirs- it appears that the idea of the Army leasing the Devens/EVOC buildings to iRobot is not going to happen- FYI

Major David Otte
Division of Administrative Services
Massachusetts State Police
508-820-2175

-----Original Message-----

From: Brenner, Karl (POL)
Sent: Monday, September 14, 2015 10:19 AM
To: Otte, David (POL)
Cc: Williams, Lindsey M (POL)
Subject: FW: Army lease of building

Major -
Please see the below message from Mike Chavis regarding the private lease of the Hangar at Devens. Thanks, Karl

Respectfully,
Sgt. Karl P. Brenner #2312
Fleet Administrator
Massachusetts State Police
490 Worcester Rd.
Framingham MA 01701
Office -(508) 820-2276
Fax- (508) 820-2272

-----Original Message-----

From: Chavis, Michael (POL)
Sent: Monday, September 14, 2015 10:13 AM
To: Brenner, Karl (POL)
Subject: RE: Army lease of building

Ms. Dewolf reached out to me a few minutes ago. The deal they had is dead in her words. Nothing is pending at this time...

Respectfully Submitted,

Sergeant Michael J. Chavis #0751
Mass. State Police Fleet Section - Devens
110 Fitchburg Road
Ayer, MA 01432
(978)772-1548

From: Brenner, Karl (POL)
Sent: Monday, September 14, 2015 9:16 AM
To: Chavis, Michael (POL)
Cc: Williams, Lindsey M (POL)
Subject: FW: Army lease of building

Can you get a hold of the Army representative and see if she is available to meet on Friday around 12-1 at Devens?

Thanks,
Karl

Respectfully,
Sgt. Karl P. Brenner #2312
Fleet Administrator
Massachusetts State Police
490 Worcester Rd.
Framingham MA 01701
Office -(508) 820-2276
Fax- (508) 820-2272

-----Original Message-----
From: Otte, David (POL)
Sent: Saturday, September 12, 2015 2:32 PM
To: Brenner, Karl (POL)
Subject: Army lease of building

Karl - can we set up a meeting with the army about their lease of that property? If we can do it at Devins on the afternoon of the 18th, we are up there for The evoc track anyways

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Tuesday, July 14, 2015 7:38 AM
To: Garner, Greg
Subject: RE: RFP DFS-EOD-2014 Department of State Police)

Mr. Garner

I will forward the contract information to Cheri. Please be sure to put the original signatures in the mail.
Thank you

Kimberley DeSiata
Accountant IV

Massachusetts State Police
470 Worcester Road
Framingham, MA 01702

PH: 508-988-7427
FX: 508-820-2165
Email: Kimberley.desiata@massmail.state.ma.us

From: Garner, Greg [mailto:ggarner@irobot.com]
Sent: Monday, July 13, 2015 4:36 PM
To: DeSiata, Kimberley (POL)
Subject: FW: RFP DFS-EOD-2014 Department of State Police)

Kimberly:

I sent this to Cheri at the e-mail address on the Standard Contract Form but it came back as non-deliverable.

Would you please be so kind as to forward it to her on my behalf?

I apologize for any inconvenience.

With best regards,

Greg

Greg Garner
Contracts Manager
Defense & Security
iRobot Corporation
781 430 3465
ggarner@irobot.com

From: Garner, Greg
Sent: Monday, July 13, 2015 4:28 PM
To: 'cheri.lee@pol.state.ma.us'
Cc: Blain, Kamila; Timmins, Laura
Subject: RFP DFS-EOD-2014 Department of State Police)

Cheri Lee
Contract Manager
Department of State Police
470 Worcester Road
Framingham, MA 01702

Good afternoon:

In response to subject RFP I have attached the following documents:

1. Standard Contract Form;
2. Signed SDP Plan Form #2;
3. Form W-9; and
4. iRobot Quotation No. 26396-1 of April 22, 2015.

The first three documents were signed in my capacity as a duly authorized representative of iRobot Corporation.

We ask that the Item 4 Quotation be included among the other contract documents provided here since it contains a description of the purchased goods, warranty (attached above) and a statement of the Commonwealth's license rights in the 110 FirstLook[®]'s Aware[®] 2 software.

Please let me know if there is anything else you may need to complete the purchase, have questions, *etc.*

With best regards,

Greg,

Greg Garner
Contracts Manager
Defense & Security
iRobot Corporation
781 430 3465
ggarner@irobot.com

Farrell, Sean (POL)

From: COMiT, Service (ITD) <comit.service@massmail.state.ma.us>
Sent: Thursday, July 09, 2015 11:31 AM
To: Mitchell, Timothy (EPS);Blair, Ronald (EPS);Stockwell, Matt (DFS);McKnight, Carla (EPS);Kliem, Peter (POL)
Subject: SR# S1500524 LOGGED Assistance Uploading Video File to Vender

Ownergoup- EOPSS Department of Fire Services.
Classification- Request Modification to DFS Workstation
Reported by- Stephen Sicard
Affected Person- Stephen Sicard
Status - LOGGED
Details- Video file on iPhone. Cannot send to iRobot. Cannot email to self.

To see further information on this Service Request, click on the link below
<https://comit.state.ma.us/maximo/ui/maximo.jsp?event=loadapp&value=pluspsr&uniqueid=2185125>

If you have any questions or comments, please contact the Public Safety Data Center at 617-660-4620 or by email at OTIS-DL-PSDCOperations@state.ma.us.

template -EPSSRASGNOWN

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Thursday, July 09, 2015 10:39 AM
To: Broderick, Deborah (POL)
Subject: RE: PS Grant

Yes I will. Thank you

From: Broderick, Deborah (POL)
Sent: Thursday, July 09, 2015 9:57 AM
To: DeSiata, Kimberley (POL)
Subject: RE: PS Grant

I would think Massport, can you reach out to Lt. Bille. We would only be able to issue a PO for \$10K. Can you reach out to Lt. Bille to determine what his understanding is?

From: DeSiata, Kimberley (POL)
Sent: Thursday, July 09, 2015 8:29 AM
To: Broderick, Deborah (POL)
Subject: FW: PS Grant

Deb

What department is going to Order the iRobot? Massport or MSP?

Kimberley DeSiata
Procurement Department

From: Bille, Anthony [<mailto:ABille@massport.com>]
Sent: Thursday, July 09, 2015 8:02 AM
To: DeSiata, Kimberley (POL)
Cc: Ahern, Robert (POL)
Subject: FW: PS Grant

Kimberly,

Can you give me a status on this expenditure this is the most pressing based on matching funds issues from the Feds.

Thanks
Tony

Lieutenant Anthony Bille #0613
Support Operations/Emergency Planning
Massachusetts State Police - Troop "F"
Logan International Airport
East Boston, Massachusetts 02128
617-568-7304
Fax# 617-568-7523

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

From: Ahern, Robert
Sent: Tuesday, July 07, 2015 3:06 PM
To: Bille, Anthony; McGinn, Francis; Christiansen, William
Subject: FW: PS Grant

Sirs,

Can we get a written confirmation for the matching 25% from Asset Forfeiture? Rosemary needs it in order to put forth a purchase order.

Respectfully,

Sergeant Robert Ahern Jr. #0531
Bomb Squad Commander
Tactical Operations/ EOD Unit
State Police Logan Airport
617-568-7565 Office
857-488-9010 Cell

From: Reed, Rosemary
Sent: Tuesday, July 07, 2015 9:44 AM
To: Ahern, Robert
Subject: FW: PS Grant

Hi, Bob

I am checking in . Any update on this?

Rosemary

From: Ahern, Robert
Sent: Thursday, June 25, 2015 3:18 PM
To: Reed, Rosemary
Subject: Re: PS Grant

Rosemary,

It looks like it's a go!! Hopefully I can get you a written confirmation next week.

Have a great weekend!

Thanks,
Bob

Sent from my iPhone

On Jun 25, 2015, at 8:08 AM, Reed, Rosemary <RReed@massport.com> wrote:

Thanks for the update. We have some time but I want to get this purchased as soon as possible to allow for any lead time we may need.

Rosemary

From: Ahern, Robert
Sent: Thursday, June 25, 2015 7:44 AM
To: Reed, Rosemary
Subject: RE: PS Grant

Good morning Rosemary,

I spoke with the Major yesterday afternoon. He was calling GHQ to get an update. What is the deadline on this?

Thanks,
Bob

Respectfully,

Sergeant Robert Ahern Jr. #0531
Bomb Squad Commander
Tactical Operations/ EOD Unit
State Police Logan Airport
617-568-7565 Office
Cell

G.L. c. 4, sec. 7 cl. 26(c) Privacy

From: Reed, Rosemary
Sent: Tuesday, June 23, 2015 3:12 PM
To: Ahern, Robert
Cc: Lawless, Joseph
Subject: FW: PS Grant

Hi, Bob

Any update on this? Thanks.
Rosemary

From: Reed, Rosemary
Sent: Tuesday, June 16, 2015 8:32 AM
To: Ahern, Robert
Subject: RE: PS Grant

Thanks for the update. I will wait to hear.
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Good morning Rosemary,

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Tactical Operations/ EOD Unit
State Police Logan Airport
617-568-7565 Office
G.L. c. 4, sec. 7 el. 26(c) Privacy
[Redacted] Cell

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Thursday, July 09, 2015 8:29 AM
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Attachments: iRobot quote for First Look and Pacbot upgrade.pdf; PS 2014 iRobot request.docx

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Procurement Department

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Tactical Operations/ EOD Unit
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617-568-7565 Office

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Bomb Squad Commander
Tactical Operations/ EOD Unit
State Police Logan Airport
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Sergeant Robert Ahern Jr. #0531
Bomb Squad Commander
Tactical Operations/ EOD Unit
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The Commonwealth of Massachusetts
Department of State Police

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL J. BENNETT
SECRETARY

COLONEL TIMOTHY P. ALBEN
SUPERINTENDENT

Headquarters, Troop F
Logan International Airport
East Boston, MA 02128

June 3, 2015

To: Major William N. Christiansen, Commanding Troop F
From: Sergeant Robert Ahern Jr., Bomb Squad Troop F
Subject: 2014 Port Security Grant / EOD equipment

Sir,

As part of the 2014 Port Security Grant our department is required to commit 25% of the funding to purchase equipment as it relates to our EOD mission.

I am requesting that funds from asset forfeiture be used in the amount of \$10,132.00 to purchase the following equipment which is necessary for EOD operations.

1. iRobot FirstLook Robotic System
2. Upgrades to our current iRobot PacBot Robotic System
 - a. User Assist Package
 - b. Dual Accessory Adapter Payload
 - c. Mesh Independent Node

The 2014 Port Security Grant will fund the remaining \$30,697.16.

Respectfully submitted,

Robert Ahern Jr. #0531
Sergeant, Massachusetts State Police
S. P. Logan, EOD Unit



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 1 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn. Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
1	FL110-4.9	iRobot 110 FirstLook Robotic System includes One (1) Year Warranty - Chassis with Flippers (1) with Built-in Cameras with IR Illumination - Ruggedized Heads-Down Controller (1) Integrated Lithium Ion Battery - Single Charger for Controller and Chassis (1) - 4.9 GHz Communication Package (1) Mesh Radio 2-way Audio Spare antenna kit - Headset with Microphone (1) - Aware 2: OCU Software License (1) - Aware 2: Robot Software License (1) - Transit Case(s) and Documentation (1)	\$17,500.00	\$17,500.00
1	4356838	PackBot 4.9 GHz Mesh Radio	\$8,300.00	\$8,300.00
1	4311711K	User-Assist Package (UAP)	\$10,526.32	\$10,526.32
1	4340553K	Dual Accessory Adapter Payload (DAPPA)	\$4,736.84	\$4,736.84
<p>NOTES: Please note, the User Assist Package (UAP) does not include associated map data, customers are responsible for the loading specific map data.</p> <p>In order to use mesh and the UAP, the 510 PackBot will require an upgrade to Aware 2 Version 5 software. This will be provided free of charge at iRobot Headquarters in Bedford, MA. This upgrade includes: *Custom preset poses *Grip strength meter *Hot keys *Improved shift key controls *Ability to use Mesh radio, UAP, and other accessories being developed on latest software version</p> <p>Products described herein may require US Government authorization for export purposes. The use, sale, re-export, delivery or retransfer, directly or indirectly, of iRobot products and technology is subject to and contingent upon compliance with U.S. Export Regulations. Please see link for additional information regarding requirements for placing an order.</p> <p>www.irobot.com/GIInternationalGroundRobotOrders</p> <p>FirstLook system contains a small lithium ion battery pack and shipping needs to meet DOT and IATA regulations.</p> <p>This quotation is subject to iRobot's standard terms and conditions of sale,</p>				



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 2 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn. Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>which are incorporated herein by reference.</p> <p>Should this offer be communicated to a contractor for the U.S. Government, other Government, or third-party end customer, such as a prime contractor, the contractor agrees to incorporate this Quotation or the software licensing terms below, either directly or by reference, in any prime contract receiving Products under this Quotation.</p> <p>Any offered PackBot®, FirstLook®, and/or Warrior® Products ("Products") incorporate Commercial Computer Software ("COTS Software"), including Aware® 2 Robot Intelligence Software. Upon issuing a purchase order or contract for the offered Products, the U.S. Government's rights in the COTS Software are determined by DFARS §227.7202-1 (a) and/or (b). The Government's rights are as enumerated in FAR 52.227-19, as follows:</p> <p>Commercial Computer Software License</p> <p>(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (2) of this clause or as expressly stated otherwise in this contract.</p> <p>(2) The commercial computer software may be—</p> <p>(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;</p> <p>(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;</p> <p>(iii) Reproduced for safekeeping (archives) or backup purposes;</p> <p>(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;</p> <p>(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and</p> <p>(vi) Used or copied for use with a replacement computer.</p> <p>A customer who is not the U.S. Government ("Customer") shall receive the same rights granted to the U.S. Government enumerated in the above Commercial Computer Software License.</p> <p>By issuing a contract or purchase order for the Product(s), the Customer will be authorizing the enumerated number of copies of the COTS Software (in most cases, one copy for each chassis and one copy for each OCU).</p> <p>Base tool software ("Base Tools"), including open source and commercial software, as well as software subject to a Defense Federal Acquisition Regulations Supplement (DFAR) §252.227-7017 data rights assertion</p>		



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20140806-6224
Quote Number: 22717 - 1
Quote Date: 06-AUG-2014
Page: 3 of 3

Quoted to: Massachusetts Port Authority
Boston Fish Pier, East Bldg II
Northern Ave
Boston MA 02210
United States
Attn. Bob Ahern
614 568-7565
rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	04-NOV-2014	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		table ("DRT") (DRT applicable only to U.S. Government) are also being provided. The Customer's rights in such Base Tools and software listed on the DRT are located at www.irobot.com/AWARE-Licenses , and/or form attachment(s) to this Quotation (entitled APPENDIX A AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES), and are expressly incorporated herein by reference.		

Authorized Signature

Sub Total: \$41,063.16
Freight Total: \$66.00
Sales Tax: \$0.00
Grand Total: \$41,129.16
Currency: USD

Important Notes:

1. Payment terms (unless otherwise noted): Commercial Entities: Irrevocable Letter of Credit; Government Entities: Net 30 Days.
2. International customers are responsible for all customs, duties, taxes and transportation from airport.
3. Software licenses granted to government entities are to be accepted by authorized contracting authority.
4. Orders are not considered booked until a formal purchase order has been received and accepted.
5. Ship dates will be given once order is booked. If Export License is required, ship dates can be given once approved license is received from the U.S. Government.
6. Domestic orders ship FOB Origin.
7. International Term of Sale is CIP (Carriage, Insurance, Paid To), Delivery will be at the destination airport.
8. End User Statement required for all international orders.
9. Asterisk (*) indicates GSA Pricing, all other pricing is Open Market.



APPENDIX A

AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES

BASE TOOLS LICENSES

Boost http://www.boost.org/LICENSE_1_0.txt

Python <http://www.python.org/psf/license/>

atomic_ops http://www.hpl.hp.com/research/linux/atomic_ops/LICENSING.txt

mDNSResponder (Bonjour) (Apache License) <http://www.apache.org/licenses/LICENSE-2.0.html>

Json-c <http://oss.metaparadigm.com/json-c/COPYING>

Json-py <http://swik.net/json-py>

Libcurl <http://curl.haxx.se/docs/copyright.html>

Sshd <http://docs.huihoo.com/sshd/index.html#license>

Sqlite <http://www.sqlite.org/copyright.html>

Eigen http://eigen.tuxfamily.org/index.php?title=Main_Page#License

Pyserial <http://pyserial.sourceforge.net/appendix.html#license>

Cppunit <http://cppunit.sourceforge.net/doc/latest/index.html>

Qt <http://doc.qt.nokia.com/4.7/lgpl.html>

Babeld <https://github.com/jech/babeld/blob/master/LICENSE>

LUFA (2012) http://www.fourwalledcubicle.com/files/LUFA/Doc/120730/html/page_license_info.html (solely for FirstLook Robots equipped with the IDAC (Integrated Deployment and Camera Accessory)).



TERMS AND CONDITIONS OF SALE (DOMESTIC)

- DEFINITIONS.** As used in this Agreement, the below terms shall have the following meanings: (a) "iRobot" or "Seller" means the legal entity supplying the goods/services; (b) "Customer" or "Purchaser" means the legal entity that has entered into this Agreement with iRobot; (c) "Quote", "Contract", "Agreement", "Purchase Order," "PO," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument.
- APPLICABLE LAW.** The laws of the Commonwealth of Massachusetts shall apply to this "Quote". Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts with the exclusion of the UN convention on the international sale of goods.
- COMPLIANCE WITH LAWS.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this "Order".
- INTERPRETATION OF AGREEMENT.** The Terms and Conditions and any other documents hereby incorporated by reference or attached constitute the parties' complete agreement. No prior representations or agreements, either written or oral, shall be considered to change, add to, or contradict it. Any ambiguity, conflict, or inconsistency in the Agreement shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time of contracting.
- ACCEPTANCE OF AGREEMENT.** This "Agreement," integrates and supersedes all previous written or verbal representations and agreements between the parties with respect to the subject matter hereof and becomes a binding agreement, subject to the specific terms and conditions stated herein, upon Seller's acceptance by acknowledgement or commencement of work. Additional or differing terms or conditions proposed by the Seller are expressly rejected by iRobot and have no effect unless expressly accepted in writing by iRobot.
- APPLICATION OF TERMS.** These conditions apply to all iRobot's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an iRobot Contracts Manager.
- ELECTRONIC CONTRACTING.** iRobot and Purchaser agree that if this "Quote" and/or any agreements relating hereto, or correspondence is transmitted electronically, neither iRobot nor Purchaser shall contest the validity thereof.
- EXPORT CONTROL.** iRobot products and technical data described herein may be subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). This hardware and related technical data may not be exported, released, or disclosed to non U.S. persons (as defined in the ITAR) inside or outside the United States without first obtaining the proper authority authorization. Violators of the ITAR or EAR are subject to civil and criminal fines and penalties under Title 22, U.S.C. Section 2778, and Title 50, U.S.C. Section 2410.
Please see the Notes in the description field of your quote for additional information regarding export regulations.
- GRATUITIES/KICKBACKS PROHIBITION.** No gratuities or kickbacks shall be offered to or given by one party to the other.
- INDEPENDENT CONTRACTOR STATUS.** It is the express intention of the parties that Purchaser is an INDEPENDENT CONTRACTOR and not an employee, agent, joint venturer or partner of iRobot. Nothing in this "Quote," shall be interpreted or constructed as creating or establishing the relationship of employer and employee between iRobot and Purchaser, or any employee or agent of Purchaser. It is further understood and agreed that iRobot shall have no obligation to provide any employee benefits to Seller.

iRobot Corporation

8 Crosby Drive, Bedford, MA 01730-1402 • 781.430.3000 • Fax 781.430.3001 • www.irobot.com

January 2014

1

Version -1



11. **TAXES.** If you are a sales tax exempt entity, please include a copy of your State Sales Tax exempt certificate with your purchase order or contract. If we do not have a copy of your certificate on file, and your business is in a state we are obligated to collect sales tax from, you will be invoiced sales tax.
12. **PAYMENT TERMS.** Seller may invoice the Purchaser upon shipment of goods at FOB origin. Unless otherwise specified in this "Quote," terms of payment are "Net 30 days".

Payment for work performed under this Agreement shall be addressed to the following location:

**iRobot Corporation
8 Crosby Drive.
Bedford, MA 01730
ATTN: Accounts Receivable, MS10-2**

13. **FORCE MAJEURE.** Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; promulgation of any laws, regulations, orders or decrees of any competent governmental authority; or other causes beyond the control of such party.
14. **PERMITS, FEES, AND LICENSES.** Except as otherwise provided in this "Quote" Purchaser shall obtain and pay for all permits, fees, and licenses required for the work, if any, at no additional charge to iRobot.
15. **TRANSPORTATION COSTS.** Transportation shall be FOB Origin.
16. **PARTIAL DELIVERIES.** Buyer agrees that iRobot may, without penalty, deliver some or all of the goods in advance of the delivery date set out in the subsequent Purchase Order.
17. **PUBLIC RELEASE OF INFORMATION.** No public release of information, news release, announcement, advertisement, denial or conformation of this "Quote" or the subject matter hereof, shall be made. Neither Party will make any press or media announcements concerning this "Quote," or use the name, logo, insignia or trademarks of the other Party, or any version, abbreviation or representation of them or the names of any of Seller's trustees, officers, faculty, students, employees, or agents, in any advertising or other form of publicity, fund-raising, promotional materials or web sites, without the written permission of the other Party. Further, iRobot shall not use the name of Seller or any variation, adaptation or abbreviation thereof, or that of any of its trustees, officers, or agents, or any trademark owned by Supplier without Seller's written permission.
18. **WAIVER OF RIGHTS.** Failure of either party to insist on performance of any provision of this "Quote" shall not be construed as a waiver of that provision or a waiver of iRobot's or Purchaser's right to require compliance with such provision in any later instance. If any provision of this "Quote," is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provision of this "Quote" shall not be affected thereby, and shall remain in full force and effect.
19. **TITLE AND RISK OF LOSS.** Title and Risk of loss or damage to the goods shall pass to Purchaser at FOB Origin.
20. **iROBOT'S PROPERTY AND INFORMATION.** iRobot's property, such as drawings, specifications, data and the like, furnished to Purchaser for performance of the work shall remain the property of iRobot, shall be considered the proprietary, private and confidential information of iRobot, and shall not be given to any third parties or used by Purchaser for any purpose other than to support Purchaser's use of the products or services being purchased from iRobot hereunder.



- 21. **QUALITY.** iRobot warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall be free from manufacturing defects in workmanship and materials.
- 22. **WARRANTY.** Purchaser's exclusive warranty shall be as provided for in iRobot's Limited Warranty to Original Purchaser to be provided with your product purchase. iRobot and Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (or its successor) shall not apply to this Warranty.
- 23. **DELIVERY.** Any dates specified by iRobot for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within the lead time provided on the attached quotation.

To confirm your order for the goods/services, please acknowledge your acceptance of the quotation and approval of these terms and conditions by signing below and returning a copy of the original quotation and these terms and conditions to iRobot at Contracts@irobot.com.

Company Name

Signature

Printed or Typed Name

Title

Date

iRobot Corporation

Signature

Printed or Typed Name

Title

Date

Farrell, Sean (POL)

From: DeSiata, Kimberley (POL)
Sent: Wednesday, July 08, 2015 10:45 AM
To: sales@irobot.com
Cc: Lee, Cheri (POL)
Subject: Contract
Attachments: FY16 iRobot Contract.doc; Commonwealth_Terms_Conditions.doc

Follow Up Flag: Follow up
Flag Status: Completed

Good morning,

Massachusetts State Police is interesting in purchasing off of the DFS-EOD-2014 contract that Dept. of Fire Services posted and awarded to iRobot.

Attached is our standard contract form, terms & conditions. Please sign and return with Original ink to my attention.

If you have any questions please let me know. Thank you.

Kimberley DeSiata
Massachusetts State Police
Procurement Department
Accountant IV

470 Worcester Road
Framingham, MA 01702

Tel: 508-988-7427
Fax: 508-820-2165

Kimberley.Desiata@state.ma.us

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: iRobot Corporation (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL
Legal Address: (W-9, W-4,T&C):8 Crosby Drive MS6-2, Bedford, MA 01730	Business Mailing Address: 470 Worcester Road, Framingham, MA 01702
Contract Manager:	Billing Address (if different):
E-Mail: sales@irobot.com	Contract Manager: Cheri Lee
Phone: 781-430-3090 Fax:	E-Mail: cheri.lee@pol.state.ma.us
Contractor Vendor Code:	Phone: 508-820-2148 Fax: 508-820-2165
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: DFS-EOD-2014
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <u>X</u> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u> X </u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u> X </u> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u> 5 </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY2016 Robotic systems per specifications in RFR and bidders response.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. ___ 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. ___ 3. were incurred as of ____, 20 <u>15</u> ____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 	
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Maribel Fournier</u> Print Title: <u>Deputy Chief Administrative Officer</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number; Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation

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to explain and justify the exemption and whether Contractor selection has been publicly posted.

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

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Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

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damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"). Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.
Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Farrell, Sean (POL)

From: Rivera Morgan, Awilda (POL)
Sent: Tuesday, July 07, 2015 11:48 AM
To: DeSiata, Kimberley (POL)
Cc: deborah.broderick@massmail.state.ma.us; Lee, Cheri (POL)
(Cheri.Lee@MassMail.State.MA.US)
Subject: F-Troop Funds

Kim,
We have allocated the following funds to F-Troop for purchases they requested. I will leave the pack of information at your desk (funding approval, quotes, etc). Please contact Lt. Tony Billie at 617 568-7304 to coordinate the purchases.

\$10,132 has been funded to 8100-4545, Unit 1975 which is 25% match on a grant. Funds will be used to purchase iRobot FirstLook Robotic System and Upgrades to the current iRobot PacBot Robotic System.
\$375,922 has been funded to 8100-4444, Unit 1975 for the purchase of: (10) Ten desktops with monitors, mouse, keyboards & software; (1) Kiosk Terminal E Millwork and installation, communications and IT integrations; Ammunition; range equipment and supplies; (1) speed monitoring trailer; (1) vehicle platform scissor surveillance system and purchase and installation of external cameras and IT integration.

Thank you for assisting with F-Troop. ☺

*Awilda Rivera Morgan
Deputy Director of Finance
Mass State Police*



*508 820-2346 - work
508 782-0665 - cell
awilda.rivera@massmail.state.ma.us*

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