Page 1 of 2

View Ali 1 of 6 | @ Document validated successfully Pymt Request-CommodityBased(PRC) Dept: POL ID: PVPOL170719115X04000 Ver.: 1 Function: New Phase: Draft Vendor Line Vendor Customer Legal Name Line Amount RECONROBOTICS, INC 30650.12 From 1 to 1 Total: 1. General Information Vendor Customer: Vendor Contact ID: Legal Name: Vendor Contact Name: RECONROBOTICS, INC NONE PROVIDED Alias/DBA: Vendor Contact Phone: 952-935-5515 Vendor Contact Phone Ext.: Address Code: AD001 Vendor Contact Email: Address 1: 5251 W 73RD ST STE A Address 2: City: Fax Extension: **EDINA** Web Address http://: State: Minnesota V Taxpayer ID Number: Zip Code: 55439-2221 Taxpayer ID Type: Country: County: Merchant ID: Tax Profile: Received Service From Date: Received Service To Date: Disbursement Options Disbursement Type: Handling Code: EFT Disbursement Format: Disbursement Category: CTX Scheduled Payment Date: 05/28/2019 Disbursement Priority: 99 Single Payment: Pay Third Party: On-line Disbursement Rost: EFT Status:

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Eligible for EFT			
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Invoice Information		anning and the second s	
land to Bank Goden	Maritan Indiana Indiana Maria		
Invoice Doc Code:	Vendor Invoice Number:		
Invaios Dos Donts	Vendor Invoice Date:		
Invoice Doc Dept:			
Invoice Doc ID:	Tracking Date:		
	04/25/2019		
Invoice Acceptance/Sign-Off Date:			
Agreement Reference			
Agreement Ref Code: Agreeme	nt Ref Vendor Line:		
Agreement Net Oute. Agreemen	THE VEHICLE LINE.		
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3			
Discount Terms			
Days 1: Percent 1:	Discount Always 1:		
Days 2: Percent 2:	_		
	Discount Always 2:		
Days 3: Percent 3:			•
	Discount Always 3:	•	
Days 4: Percent 4:		•	
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	Discount Always 4:		



MN Tax ID: 9403924 FEIN: 26-2183823 GSA Contract #: GS-07F-0075U DUNS: 191-067-664 CAGE: 375R0

Payment Due: 5/10/2019

Payment Terms: Net 30

BILLING ADDRESS

Massachusetts State Police Dianne Miller 470 Worcester Road Fiscal Department Framingham, MA 01702

SHIPPING ADDRESS

Massachusetts State Police Robert Schumaker, STOP Team - New Braintr 340 West Brookfield Road New Braintree, MA 01531 508-867-1576

RR SALES ORDER #	SALES REP	SHIPPED VIA	CUSTOMER PO #
4247	KS-D	UPS Ground	PO-17-1084-POLGH-GHQ-1029

QTY	MODEL NUMBER	DESCRIPTION	UNIT COST	EXT COST
1	RSK-TB2-A	Throwbot 2 Base Kit - Channel A.2 with OCU II	15,495.00	15,495.00
1	RSK-TB2-B	Throwbot 2 Base Kit - Channel B.2 with OCU II	15,495.00	15,495.00
2	SSP	SearchStick(R) Pole	600.00	1,200.00
	Discount	Honoring GSA price from quote #16-0165	-1,679.88	-1,679.88
1	Shipping	Shipping and Handling	140.00	140.00
		Customer PO# PO-17-1084-POLGH-GHQ-10293:2 "The equipment, payment is made Certified by C Signature date_	goods of services in twere received on	" .
to state as personnel auote, the	of the Throwbot® and Recon Scout® to nd local police and firefighters eligible u- in Critical Infrastructure Industries as d purchasing agency attests they are elig al and non-military entities reguires an	TOTAL DUE Please make ch ReconRob		



Packing Slip

Phone:

952-935-5515

Fax:

952-935-5508

E-mail: reconscout-orders@reconrobotics.com

Web: www.reconrobotics.com

Massachusetts State Police Robert Schumaker STOP Team - New Braintr

340 West Brookfield Road New Braintree MA

United States

01531

Customer P.O. No.

Ship Date .

Ship Via

FOB

SO 4247

4/10/2019

ltem		Description		Ordered	Shipped
RSK-TB2-A	Throwbot 2 Base Kit - Channel A.2				
	Throwbot 2 Ch. A.2	Serial #: 0119AE0304	Channel A.2		į
	OCU, Typhon-Ready Ch. A.2	Serial #: 0119C5901	Channel A.2		
RSK-T82-B	Throwbot 2 Base Kit - Channel B.2 Throwbot XT Audio Ch. B.2	Serial #: 0119AE0341	Channel B,2		
	OCU, Typhon-Ready Ch. B.2	Serial #: 0119C5916	Channel B,2		
SSP	SearchSlick Pole	Genal #. 0 19009 0	Onanne: 6,2		
	SearchStick	Serial #: 1607		1	
•	SearchStick	Serial #: 1610			į
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Miller, Dianne (POL)

From:

Baker, Michael (POL)

subject.

VECOLI VONOTICA THEOMBOT HIAOICEZ

Attachments:

Recon Robotics Throwbot invoice 04162019.pdf

Ma'am,

Please find attached the invoice for the two recon Robotics Throwbots we received 04/16/2019.

Respectfully,

Mlke

Michael H. Baker #2298 Sergeant, Mass. State Police Special Operations, STOP Team

Office: (508) 867-1575 Cell: (413) 563-2298

Michael.Baker@pol.state.ma.us



View All1 of 1 | ® Document validated successfully

Commodity Purchase Order(PC) Dept: POL ID: PDPOL170719RECONROBT Ver.: 1 Function; New Phase: Draft

Vendor Line Vendor Customer Legal Name Line Amount Modified RECONROBOTICS, INC \$30,650.12 No From 1 to 1 Total: 1 Vendor Vendor Customer: Vendor Contact ID: VC0000872920 PC999 Legal Name: Vendor Contact Name: RECONROBOTICS, INC. NONE PROVIDED Alias/DBA: Vendor Contact Phone: 952-935-5515 Address Code: Vendor Contact Phone Ext.: AD001 5251 W 73RD ST STE A Vendor Contact Email: **EDINA** MN Fax: 55439-2221 USA Fax Extension: Vendor Preference Level: Secondary Reason: Web Address http://: Modified: Discount Days: Disc Alw: Discount 1 %: No 🗸 Discount 2 %: Days: Disc Alw: No 🗸 Discount 3 %: Days: Disc Alw: No 🗸 Discount 4 %: Days: Disc Alw: No V

SIE SIGN

Department of State Police

P.O. Date: 01/31/2019 14:04 PM Printed: 01/31/2019 14:04 PM Required by: 01/31/2019 00:00 AM

Purchase Order Number

V	Vendor Number: 00024656 ReconRobotics, Inc.
E N	5251 W. 73rd St, Suite A Edina, MN 55439
D	
0	
R.	,

Short Description: 19RECONROBT

Special Instructions

Attn: Sgt. Baker or Lt. Schumaker

PDPOL170719RECONROBT

Solicitation (Bid) No.:

SHIPTO	Robert Schumaker, STOP Team - New Braintree 340 West Brookfield Road Department of State Police New Braintree, MA 01531 US Email: robert.schumaker2@MassMail.State.MA.US Phone: (508) 867-1576
Ŀ	
B-11 FO	Dianne Miller, Department of State Police 470 Worcester Rioad Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMalf.State.MA.US Phone: (508) 820-2143

Item # 1
Class-Item 46-17-16
46-17-16-00-0000
Throwbot Model # RSK-TB2-A with GSA discount applied per attached quote

1	Quantity	Unit Price	UOM	Discount %	Total Discount Amt,	Total Cost
	1.00	\$ 14,655.06		0,00 %	\$ 0.00	\$ 14,655.06

Item # 2 Class-item 46-17-16

46-17-16-00-0000

Throwbot Model # RSK-TB2-B with GSA discount applied per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 14,655.06		0.00 %	\$ 0.00	\$ 14,655.06

Item # 3

Class-Item 46-17-16

SearchStick Pole per attached quote

Item # 4

Class-Item 46-17-16

Shipping and handling per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 140.00	EA	0.00 %	\$ 0.00	\$ 140.00

TOTAL:

\$ 30,650.12

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

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

BUYER



Department of State Police

REQUISITION

Requisition Date: 01/24/2019 04:43 PM Printed: 01/24/2019 04:53 PM Required by: 01/31/2019 12:00 AM

Requisition No.

DO 40 4004 DOLCT STODM

Requisition Type: Release

V ReconRobotics, Inc.
E 5251 W. 73rd St. Suite A
N Edina, MN 55439
D
O
R

MBPO Number(s) PO-17-1084-POLGH-GHQ-10293

Short Description: 19RECONROBT

Special Instructions

Attn: Sgt. Baker or Lt. Schumaker

Item #1

Class-Item 46-17-16

46-17-16-00-0000

Throwbot Model # RSK-TB2-A with GSA discount applied per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount	Total Cost
1.00	\$ 14,655.06		0.000 %	\$ 0.00	\$ 14,655.06

Item # 2

Class-Item 46-17-16

46-17-16-00-0000

Throwbot Model # RSK-TB2-B with GSA discount applied per attached quote

Quantity	Unit Price	иом	Discount %	Total Discount	Total Cost
1.00	\$ 14,655.06		0.000 %	\$ 0.00	\$ 14,655.06

Item # 3

Class-Item 46-17-16

SearchStick Pole per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount	Total Cost
2.00	\$ 600.00	EA	0.000 %	\$ 0.00	\$ 1,200.00

em # 4 lass-Item 46	3-17-16						
nipping and	handling per attached	quote					
	Quantity	Unit Price	UOM	Discount %	Total Discount	Total Cost	
					T	DTAL:	\$ 30,650.12
							NOT COMMIT THE BE ANY GOODS OR
					Requisit	ioner Dianne Miller	r
					Pho	one#: (508) 820-21	43
				_	F	mail dianne.miller	@massmail.state.ma

WORLD LEADER IN TACTICAL MICRO-ROBOT SYSTEMS

reconscout-orders@reconrobotics.com

MN Tax ID: 9403924 FEIN: 26-2183823 GSA Contract #: GS-07F-0075U

BILLING ADDRESS

Massachusetts State Police Michael Baker 340 W Brookfield Rd

New Braintree, MA 01531 United States michael.baker@pol.state.ma.us

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72.00		in the second

Same

SALES REP	TERMS	SHIP VIA	FOB	ESTIMATED DELIVERY TIME
Katie Sisco	Net30	UPS Ground	Destination	4 - 6 weeks from receipt of purchase order

[all prices in US Dollars] QTY MODEL# ITEM DESCRIPTION UNIT COST **EXTENDED COST** RSK-TB2-A Throwbot 2 Base Kit - Channel A.2 with OCU II 15,495.00 15,495.00 1 RSK-TB2-B Throwbot 2 Base Kit - Channel B.2 with OCU II 15,495.00 15,495.00 1 2 SSP SearchStick Pole 600.00 1,200.00 Discount Honoring GSA price from quote #16-0165 -1.679.88 -1.679.88Email approval Shipping & Handling 140.00 140.00 30,650.12 TOTAL

For sales of the Recon Scout to non-federal and non-military entities, license eligibility is limited to state and local police and firefighters eligible under 47 C.F.R. § 90.20(a)(1) of the FCC Rules, and security personnel in Critical Infrastructure Industries as defined in the FCC Rules, 47 C.F.R. § 90.7. By accepting this quote, the purchasing agency attests they are eligible to license this product. Operation of this product by non-federal and non-military entities requires an FCC license. This sales quote is valid for 90 days after the above date.

RECON SCOUT

Miller, Dianne (POL)

To:

Schumaker Robert (POL)

From: Schumaker, Robert (POL)

Sent: Thursday, January 10, 2019 7:17 AM **To:** Lee, Cheri (POL); Miller, Dianne (POL) **Subject:** Fw: Recon Robotics Throwbot Quote

Dianne and Cheri,

Attached is the up to date quote for the purchase of the additional recon robots via the grant. Please let me know what else we need to do. Thank you very much.

Rob

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

- (c)
- (0) 978-772-8800
- (f) 978-772-6021



ReconRobolics, Inc. 5251 W. 73rd St. Ste.A Mpls, MN 55439 Phone: 952-935-5515 Toll free: 1-866-697-6267 Fax: 952-935-5508

August 16, 2018

To Whom It May Concern:

This letter is to confirm that ReconRobotics, Inc., having as its primary office 5251 W. 73rd St Edina, MN 55439 (www.reconrobotics.com), is the sole manufacturer of the Recon Scout® and Throwbot® tactical reconnaissance robot systems. These systems include, but are not limited to, the Recon Scout or Throwbot robot unit, the operator control unit (OCU), and any associated accessories (i.e. Command Monitoring Station, SearchStick, etc.).

The Recon Scout and Throwbot are both man-portable, remote controlled reconnaissance robots designed to provide immediate video surveillance to law enforcement and military personnel in various environments. These robots are unique in the global law enforcement and military marketplace because they are the only robotic reconnaissance systems to combine the following critical attributes:

Size – The Recon Scout and Throwbot are both less than 7.5 inches long and 3 inches wide and weigh just 1.2 pounds. This diminutive size and weight makes them easily transportable and enables the robots to be deployed by simply throwing them into the target environment. This small size also makes the robots difficult to detect while surveying a target environment.

Survivability / Durability – The Recon Scout and Throwbot are designed to survive repeated forceful impacts, such as those from throwing the robots 120 feet or dropping them from a height of 30 feet onto a concrete surface.

Maneuverability / Range – The Recon Scout and Throwbot both have a turning radius of zero and can move at speeds of 1-1.5 feet per second (depending on terrain). The video and command signals have a range of 300 feet outdoors (line of sight) or 100 feet indoors (depending on number and composition of intervening walls).

Ultra Low Light Capability – The Recon Scout and Throwbot use an ultra low light camera system rated to 0.0003 lux. This camera system enables the robots to provide a clear image of the target environment in almost any setting.

Operational Endurance – The Recon Scout and Throwbot will operate on a single charge for up to 60 minutes of continuous use.

Ease of Use – Tactical team members are able to hold and fully operate the robot system's remote control unit with one hand, leaving the other hand available for a firearm, shield or radio.

Immediacy - The Recon Scout and Throwbot may be deployed from a carrying case in under 10 seconds.

The Recon Scout and Throwbot may only be acquired through ReconRobotics, Inc. For more information or if you require clarification about this letter, please contact me using the below listed contact information.

Best regards,

Katie Sisco
Sales Account Executive
952-935-5515, ext.113
katie.sisco@reconrobotics.com

Within the United States, sale of the Recon Scout and Throwbot to non-Federal and non-military entities is limited to state and local police and firefighters eligible for licensing under 47 C.F.R. § 90.20(a)(1) of the FCC Rules, and security personnel in Critical Infrastructure Industries as defined in the FCC Rules, 47 C.F.R. § 90.7. Operation of this product by non-federal and non-military entities requires an FCC license. These FCC Rules do not apply to sales made outside the United States.

COMMONWEAL* OF MASSACHUSETTS ~ STANDARD



INTRACT 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

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(and d/b/a):		MMARS Department Code: MSP			
Legal Aduless, (18-3, 18-4, 100), 0201 14 1	o - Ottost, Oto A. Eulija, min 00408	Dusitiess maining Augress: 470 Worceste	ei rioad flamillionam. WA 1979Z		
Contract Manager: Mack Traynor		Billing Address (if different):			
E-Mail: mack.traynor@reconrobotics.co	m	Contract Manager: Cheri Lee			
Phone: 952-935-5515	Fax: 952-935-5508	E-Mail: cheri.lee@massmail.state.ma.us			
Contractor Vendor Code:		Phone:508-820-2148	Fax: 508-820-2165		
Vendor Code Address ID (e.g. "AD001");	AD001	MMARS Doc ID(s): SP17ROBOTX181000	K800		
(Note: The Address ld Must be set up for <u>E</u>	<u>EFT</u> payments.)	RFR/Procurement or Other ID Number: SF	P17-Robot-X18		
NEW C	ONTRACT	X CONTRAC	T AMENDMENT		
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Amendment Amount: \$	Enter Current Contract End Date Prior to Amendment: Dec 31, 2017, Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) X Amendment to Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Legislative/Legal or Other: (Attach authorizing language/justification and updated		
X Commonwealth Terms and Conditions					
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will 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. X 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 p					
days% PPD. If PPD percentages are le payment (subsequent payments scheduled t BRIEF DESCRIPTION OF CONTRACT PER	ft blank, identify reason:agree to star o support standard EFT 45 day payment or RFORMANCE or REASON FOR AMENDI	MENT: (Enter the Contract title, purpose, fiscal ye	Payments (G.L. c. 29, § 23A); only initial		
of performance or what is being amended fo Purchase tactical robot system, supplies	and service per RFR specifications.		·		
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		igations have been incurred prior to the Effective			
3. were incurred as of, 20, a authorized to be made either as settlem	date PRIOR to the <u>Effective Date</u> below, a ent payments or as authorized reimbursen	w and <u>no</u> obligations have been incurred <u>prior</u> to nd the parties agree that payments for any obliga nent payments, and that the details and circumsta cases the Commonwealth from further claims rela	ations incurred prior to the <u>Effective Date</u> are ances of all obligations under this Contract are		
amended, provided that the terms of this Co	ontract and performance expectations and	2019_, with no new obligations being incurred a dobligations shall survive its termination for the properties of the properties of the payments,	purpose of resolving any claim or dispute, for		
Amendment has been executed by an autho approvals. The Contractor makes all certifipenalties of perjury, agrees to provide any rebusiness in Massachusetts are attached or in Conditions, this Standard Contract Form incland additional negotiated terms, provided that the process outlined in 801 CMR 21.07, inco	rized signatory of the Contractor, the Depi cations required under the attached <u>Con</u> equired documentation upon request to sult acorporated by reference herein according tuding the <u>Instructions and Contractor Cer</u> at additional negotiated terms will take pred rporated herein, provided that any amende	e "Effective Date" of this Contract or Amendme artment, or a later Contract or Amendment Start tractor Certifications (incorporated by reference pport compliance, and agrees that all terms gove to the following hierarchy of document preceden tifications, the Request for Response (RFR) or cedence over the relevant terms in the RFR and ad RFR or Response terms result in best value, for ALTHORIZING SIGNATURE FOR THE CO	Date specified above, subject to any required if not attached hereto) under the pains and erning performance of this Contract and doing ce, the applicable Commonwealth Terms and other solicitation, the Contractor's Response, the Contractor's Response only if made using ower costs, or a more cost effective Contract.		
X: // Signature and Date Must Be Hand	Date: 12/27/25 18 dwritten At Time of Signature)	X: Michille Mull Date: 1/16/19 (Signature and Date-Must Be Handwritten At Time of Signature)			
Print Name: MACS TRA	7/1016	Print Name: Michelle Small Print Title: Chief Administrative Officer .			

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May 2004

CONTRACTOR LEGAL NAME: Property of the Contractor Legal Name:

INSTRUCTIONS. Any Contractor (other than a sole proprietor or an individual soutractor) or it is in the 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
MACK TRAGAR	(EZ)
Andrew Deanner	UP-1.TO

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: 12/27/2018

Title: PED Telephone: 952-935-5515

Fax: 952-935-5508 Email: Mach. traynor Dreen robotics, can

[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

Issued May 2004

CONTRACTOR LEGAL NAME: Been Roberts Las

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 Aut	horized Signatory in presence of notary.
Signatory's full legal name (print or type):	
Title:	
x April 1 - L-	
Signature as it will appear on contract or other document (Co	omplete only in presence of notary);
AUTHENTICATED BY NOTARY OR CORPORATE Control of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signatory above and I vertically the signature of the aforementioned signature of the aforementioned signature of the signature of	(NOTARY) as a notary public certify that I witnessed
December 28 ,20 18.	
December 28, 20 18. My commission expires on: January 31, 2021	CURTIS T MOORE NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 20EFIK NOTARY SEAL
I,	
, 20	:
, 20	
	AFFIX CORPORATE SEAL

COMMONWEALT OF MASSACHUSETTS ~ STANDARD ONTRACT 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

(and d/b/a):	MMARS Department Code: MSP		
1 Legal Aggress: (vv-9, vv-4, (&C): 525) vv 75" Street Ste A, tigma, WN 55439	Business Mailing Adoress: 4/0 Worcester Road Framingham, WA 01/07		
Contract Manager: Mack Traynor	Billing Address (if different):		
E-Mail: mack.traynor@reconrobotics.com	Contract Manager: Cheri Lee		
Phone: 9529355515 Fax: 9529355508	E-Mail: cheri.lee@massmail.state.ma.us		
Contractor Vendor Code: VC	Phone:508-820-2148 Fax: 508-820-2165		
Vendor Code Address ID (e.g. "AD001"): AD001	MMARS Doc ID(s):		
(Note: The Address Id Must be set up for <u>EFT</u> payments.)	RFR/Procurement or Other ID Number: SP17-Robot-X18		
_XNEW_CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment:, 20		
 Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Legislative/Legal or Other: (Attach authorizing language/justification, scope a budget) 	Enter Amendment Amount: \$		
	executed, filed with CTR and is incorporated by reference into this Contract. Itions For Human and Social Services		
<u>COMPENSATION</u> : (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supp 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 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 new Total if Contract is being amended). \$			
identify a PPD as follows: Payment issued within 10 days% PPD; Payment iss days% PPD. If PPD percentages are left blank, identify reason: _X_agree to payment (subsequent payments scheduled to support standard EFT 45 day payment).	I through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments muted within 15 days _ % PPD; Payment issued within 20 days _ % PPD; Payment issued within 3 standard 45 day cycle _ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A); _</u> only initing nt cycle. See <u>Prompt Pay Discounts Policy.</u>) NDMENT: (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 s Purchase tactical robot system, supplies and service per RFR specifications			
X_ 1. may be incurred as of the Effective Date (latest signature date below) and, 20, a date LATER than the Effective Date, 20, a date PRIOR to the Effective Date below.	elow and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date.</u> w, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are sement payments, and that the details and circumstances of all obligations under this Contract al		
provided that the terms of this Contract and performance expectations and obliga-	1. with no new obligations being incurred after this date unless the Contract is properly amended ions shall survive its termination for the purpose of resolving any claim or dispute, for completing, 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 to Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, sub approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) urpenalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commo Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contand additional negotiated terms, provided that additional negotiated terms, provided that additional negotiated terms result in Bott Value, lower costs, or a more cost			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: LUCTO LOUIS Date: 2-27-17. (Signature and Date Must Be Handwritten At Time of Signature)		
Print Name: Mack Traynor	Print Name: Deborah Broderick Print Title: Director of Finance		

ES SIGILIE

Department of State Police

P.O. Date: 04/03/2017 16:11 PM Printed: 04/03/2017 16:11 PM



Vendor Number: 00024656
ReconRobotics, Inc.

E 5251 W. 73rd St. Suite A Edina, MN 55439
D OOR

Short Description: SP17-Tactical Robot System

Special Instructions

Alternate ID
SP17-Robot-X18
Solicitation (Bid) No.:
BD-17-1084-POLGH-GHQ-13308

SHIP TO	Robert Schumaker, STOP Team - New Braintree 340 West Brookfield Road Department of State Police New Braintree, MA 01531 US Email: robert.schumaker2@MassMail,State.MA,US Phone: (508) 867-1576
BILL FO	Dianne Miller, Department of State Police 470 Worcester Rioad Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMail.State.MA.US Phone: (508) 820-2143

Item # 1 Class-Item 46-17-16 46-17-16-00-0000

Tactical Robot System per RFR specifications attached; submit bid price sheet, SELECT "NO CHARGE"

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 0.00		0.00 %	\$ 0.00	\$ 0.00

Item # 2 Class-Item 46-17-16

Collapsible pole attachment per specifications attached. Submit bid price sheet, SELECT "NO CHARGE".

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

Item#3

Class-Item 46-17-16

Other related products/services (please add description)

	Quantity	Unit Price	MOU	Discount %		Total Cost
Ĺ	1.55	0.7.00		0.0001	\$1.50	\$ 2.53

TOTAL:

\$ 0.00

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

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

BUYER

COMMBUYS

Quotes







Header Questions

to Bid

Maintain

Routing

ScoreEntry

ScoreSummary

ScoreCard Tabulation Detail for Quote # QT-1084-POLGH-GHQ-26152

Score_total Sort By: Ascending

ltems

of scorers per page: 5

Subcontractors

Vendor: ReconRobotics, Inc.

Total ScoreCards Count: 6 Total Scorers Count: 1

Scoring Component Description/Score	Weight	Miller, Dianne Raw/Extended	Average Raw/Extended
Pricing	50.0	100.00 /50.00	100.00 /50.00
Small Business Purchasing Program	5.0	0.00 /0.00	0.00 /0.00
Company Qualifications	10.0	100.00 /10.00	100.00 /10.00
References	15.0	100,00 /15,00	100.00 /15.00
Prompt Pay Discounts	10.0	0.00 /0.00	0.00 /0.00
Completion of Response	10.0	100.00 /10.00	100.00 /10.00
•	Weighted Total	85.0	85.0

View Score Note

Print

Exit

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Current Org: **Department of State Police ≠**

BID SHEET

Tactical Robot System RFR #SP17-Robot-X18: COMMBUYS Bid #BD-17-1084- 13308

Company Name: ReconRoboti	cs, Inc Date: 3/13/2017
Assigned Contract Manager: M	ack Traynor
SBPP: Y or N	Woman Owned: Y or N
Minority Owned: Y or N	Veteran Owned: Y or N
Phone: 952-935-5515 Fax:9	952-935-5508 Mobile:
Email: Mack.Traynor@reconrol	ootics.com_ Web Site: www.reconrobotics.com
Mailing Address: 5251 W 73 rd S	treet, Ste A
City: Edina	State: MNZip Code: 55439
Hours: 9-5 Central Time	

ITEM	DESCRIPTION	PRICE
	RSK-TXTa-01-1100-2	\$14,665.06 (GSA Price)
Tactical Robot System	Throwbot XT Audio Kit - Channel C.2 with OCU II	
	SSP SearchStick Pole	\$600
Collapsible pole attachment		
	Shipping and Handling	\$70
Other Related Products/Services:		
(please add description)		

All bidders must submit a detailed listing of all product support that is offered. Product support must include, but is not limited to training, toll-free technical support, priority service and defective merchandise return policy. Bidder must provide contact number and hours of availability.

Maintenance Plans

ReconRobotics offers an Annual Maintenance Plan, a copy of this document is available on page 6.

Product Support Offered:

Training – outside of the initial training described above, ReconRobotics can provide two forms of training:

- Training Materials PowerPoint presentations outlining training and general maintenance of the system. These are available free of charge.
- Onsite Training A ReconRobotics
 representative can come onsite for
 training. If this training can be done in
 conjunction with another event (e.g. the
 representative is already nearby for a
 trade-show or other event), this training
 will be done free of charge. If a dedicated
 trip is required, then the cost will be coach
 airfare plus hotel plus \$150/hour with an 8
 hour minimum.

Toll Free Support

866-697-6267

This is manned from 8 am to 5 pm US Central time, Monday through Friday. Voicemails left after hours will be followed up by the next business day. Support is also available via email at support@reconrobotics.com

Priority Service

At ReconRobotics, all customers are a priority. If you'd like expedited shipping during an RMA, we can provide that at extra cost:

Defective Merchandise Return Policy

All ReconRobotics products are warranted to be free from defects in materials or workmanship for one year from the date of purchase. Within this period, ReconRobotics will, at its sole discretion, repair or replace any components which fail in normal use, or offer a full refund of the purchase price. This does not cover failures due to abuse, misue, accident, or unauthorized alterations or

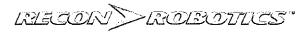
Bidder must provide literature on the product for

Literature

must make brounct available for viewing and/or

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evaluation by the Department of State Police personnel upon request.	document, see pages 8 and 9 respectively.		
	Trial and Evaluation		
· .	Trial and Evaluation equipment is available if necessary.		
Bidder must submit current price list for related equipment, accessories and supplies.	See the price sheet on page 10 for current pricing. Pricing is subject to change without notification.		
9.8 Business References Each Bidder must provide three (3) current client references consisting of two government services or public services agencies in which similar products/services have been furnished.	See references on pages 12-14.		



WORLD LEADER IN TACTICAL MICRO-ROBOT SYSTEMS

WARRANTY R1.v1.0 July 2011

CONSUMER RIGHTS AND RESTRICTIONS. FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NON-CONFORMITY WITH A SALES CONTRACT. HOWEVER, AS DESCRIBED BELOW, RECONROBOTICS DISCLAIMS STATUTORY AND IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, AND IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, ALL SUCH WARRANTIES SHALL TO THE EXTENT PERMITTED BY LAW BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY DESCRIBED BELOW AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY RECONROBOTICS IN ITS SOLE DISCRETION. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS DESCRIBED ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE. RECONROBOTICS, THE WARRANTOR UNDER THIS LIMITED WARRANTY, IS IDENTIFIED AT THE END OF THIS DOCUMENT ACCORDING TO THE COUNTRY OR REGION IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

<u>WARRANTY</u>. ReconRobotics' warranty obligations are limited to the terms set forth herein. All ReconRobotics products are warranted to be free from defects in materials or workmanship for one year from the date of purchase. Within this period, ReconRobotics will, at its sole discretion, repair or replace any components which fail in normal use, or offer a full refund of the purchase price. Such repairs or replacement will be made at no charge to the customer for parts or labor. Such remedy shall be your sole and exclusive remedy for any breach of warranty. This warranty does not cover failures due to abuse, misuse, accident or unauthorized alterations or repairs.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE.

IN NO EVENT SHALL RECONROBOTICS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. SOME STATES (COUNTRIES OR PROVINCES) DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

ReconRobotics, Inc. 5251 W 73rd Street, Ste A, MN 5543! TEL 952-935-5515 866-697-6267 FAX 952-935-5508 www.reconrobotics.com

Annual Maintenance Plan

ReconRobotics is proud to offer Annual Maintenance Plans (AMPs) for Recon Scout™ IR, UVI, XT, XL, CT and Throwbot® LE, XT and XTa kits and individually packaged robots and Operator Control Units (OCUs). While we at ReconRobotics have designed our products to withstand an incredible amount of abuse for operation in real-world scenarios, we know that they are not indestructible. In the course of general use, we realize that there may be components that will suffer from normal wear and tear. Our Annual Maintenance Plans covers repairs for the normal wear and tear experienced within the advertised usage guidelines for our products.

The Annual Maintenance Plan includes labor and material costs associated with the repair of your equipment.

Annual Refurbishment

Each year of Annual Maintenance Plan coverage includes one annual refurbishment, which allows you to send your products back even if there are no major problems and receive an annual "tune-up".

The annual refurbishment for the robot includes:

- 1. Replacement of
 - a. Battery
 - b. Wheels
 - c. Antennas
 - d. Tail
- 2. Full inspection, cleaning and application of lubricants to the drive train as needed
- 3. Firmware updates, if available
- 4. Operational test to original specifications

The annual refurbishment for the OCU includes:

- 1. Replacement of the OCU battery
- 2. Firmware updates, if available
- 3. Operational test to original specifications.

ReconRobotics, Inc. 5251 W 73rd Street, Ste A, MN 55435 TEL 952-935-5515 866-697-6267 FAX 952-935-5508 www.reconrobotics.com

WORLD LEADER IN TACTICAL MICRO-ROBOT SYSTEMS

Frequently Asked Questions:

When can I enroll in an Annual Maintenance Plan for my product?

You must enroll in an AMP for your product within 13 months of the original date of receipt of the product. Annual Maintenance Plans may be renewed annually up to 4 times. The AMPs will be activated at the time of enrollment. Multi-year options are also available.

When can I use the refurbishment if I have an AMP for my product?

The refurbishment can be utilized anytime during the AMP period.

How can I enroll in an Annual Maintenance Plan?

Contact your authorized ReconRobotics reseller or contact sales at ReconRobotics directly.

What steps do I take to receive service under the Annual Maintenance Plan?

Please contact our Customer Service department at 1-866-697-6267 or support@reconrobotics.com to obtain a Return Material Authorization (RMA) number and shipping instructions.

Please have the serial numbers of the Recon Scout® or Throwbot® robots and OCUs available when requesting the Annual Maintenance Plan service.

ReconRobotics will make every effort to process the maintenance and ship the product within 5 business days of receipt. Shipping times may vary. Should there be any reason for delay, ReconRobotics will inform you immediately.

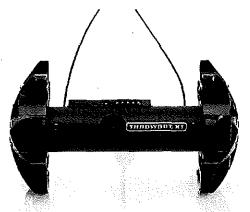
What does the Annual Maintenance Plans NOT cover?

- 1. Damage resulting from operating outside of designed parameters:
 - a. Recon Scout IR, UVI, XT, and Throwbot XT and XTa robots are designed to withstand repeated drops up to 30 feet onto concrete. Throwbot LE, Recon Scout XL and Recon Scout CT robots are designed to withstand repeated drops up to 15 feet onto concrete. Damage that is the result of drops from excessive heights is not covered.
 - b. Recon Scout XT, XL, CT, and Throwbot XT and XTa robots are water resistant when submerged in 1ft of water for 5 min or less. In the case of the Recon Scout XT, the rubber gaskets must be firmly in place. Damage due to exposure to water beyond this depth or duration is not covered. Recon Scout IR, UVI, and Throwbot LE robots are not covered for any immersion in water.
 - c. Damage to the OCU LCD screen from dropping or any other misuse is not covered.

2. Damage outside of normal wear and tear:

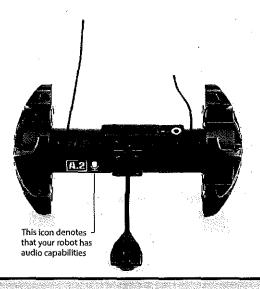
The maintenance plans do not cover damage resulting in the partial or total destruction of the robot or the OCU by using a non-approved charging device, shooting the robot or OCU with a firearm, smashing the robot or OCU, submerging the OCU or robot (in the case that it is not water resistant), exposure of the OCU or robot (in the case that it is not water resistant) to water, salt-water spray, or hazardous or caustic chemicals, etc. These plans do not cover damages due to any customer alteration of the products.

Throwbot XT– With Audio Video <u>and</u> Audio Capabilities in an Ultra-Quiet Micro-Robot





KNOW BEFORE YOU GO



THE THROWBOT XT is a throwable micro-robot that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments, The TXTa weighs 1.2 pounds (540g) and can be thrown up to 120 feet (36m). Once deployed, it can be directed to quietly move through a structure and transmit real-time video and audio to the handheld Operator Control Unit II (OCU II). These reconnaissance features can be used to locate and identify subjects, confirm the presence of hostages, listen in on conversations, and reveal the layout of rooms. The TXTa is equipped with an infrared optical system that automatically turns on when the ambient light is low, and it can transmit video and audio up to 100 feet (30m) through walls, windows and doors to the OCU. The robot may be specified in any of three pre-determined transmitting frequencies, allowing users to operate up to three robots in the same environment at the same time. When used in tandem with a Recon Scout SearchStick™, it can also function as a pole camera to facilitate the inspection of

NOTE: A volume control adapter is provided with the kit and will work with any standard headphones. The volume contro adapter should always be used to ensure a comfortable

www.ReconRobotics.com

attics, rooftops and crawl spaces.

Parional design

Operates at just 22 decibels at a distance of 20 feet

Indoor Range (NLOS): Tested to 100ft/30m

Outdoor Range (LOS): Tested to 300ft/91m

Speed: Tested to 1.5fps/.46mps

Drop Shock Resistance: Tested to 30ft/9m

Throw Shock Resistance: Tested to 120ft/36m

Water resistant to incidental immersion in 1ft/30cm of water for up to 5 minutes

Length; 8.2in/20.9cm

Width (wheel to wheel); 7.6in/19.3cm

Height: 4.5in/11.4cm Weight: 1.2lb/.54kg sous inc

On Flat Terrain: Tested to 60 minutes (varies on uneven terrain)

0

Black and White

IR Illumination: 25ft/7,62m Field of View: 60 degrees

Frame Rate: 30fps

Q

One-way, listening only
Microphone noise floor: 35 dBSPL

Height (antennas up): 20in/51cm Height (antennas down): 9.5in/24.1cm Width: 5.6in/14.2cm

Weight: 1.6lbs/0.73kg Screen Size: 3.5in/8.9cm OCU II Run Time:

OCU II Run Time: Tested to 120 minutes

Note: Stated performance parameters are factory-tested and actual performance may vary depending on local environmental conditions.

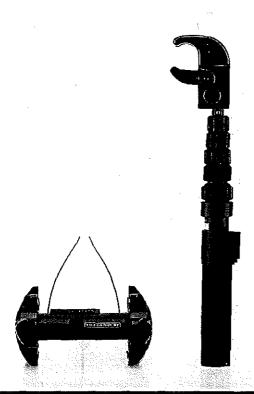
Contacts

US Sales sales@reconrobótics.com 1-866-697-6267

International Sales International@reconrobotics.com

-:-/Q3-Z5:-1444

RECORD ROBOTICS





Recon Scout SearchStick

Converts Any Robot into a Pole Camera

THE RECON SCOUT SEARCHSTICK™

device enables tactical and patrol personnel to instantly convert any Throwbot' or Recon Scout robot into a versatile pole camera. It allows tactical operators to maintain standoff distance when clearing elevated/confined spaces, including walled compounds, elevated windows, stairwells, attics, ventilation ducts, crawl spaces, tunnels and vehicle undercarriages.

Simply grasp the robot in the powered jaws of the pole and extend the pole to the necessary length. The robot then transmits live video of the environment to the Operator Control Unit (OCU). In addition, the SearchStick allows an operator to quietly deploy the robot into an elevated or confined environment while maintaining a safe standoff distance and later retrieve the robot when the reconnaissance has been completed.

The SearchStick pole has a collapsed length of 20.5 inches (52cm) and can be extended to a length of 72 inches (183cm).

Marthau (cal

9]3(EC4)), 31(1), 11(1)

Stowed Length: 20.5in/52cm

Extended Length:

72in/183cm

Weight:

3lbs/1,36kg

Run Time:

3,000 open/close cycles



Contact

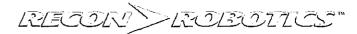
US Sales

sales@reconrobotics.com 1-866-697-6267

interrational sales

international@reconrobotics.com +1-763-231-1444

ReconRobotics, Inc. Is the owner of various registered and use-based trademarks in the U.S. and worldwide, including Recon Scout, Throwbot and the dual-writes, single-axide autonomous mobile robot. Unauthorized use of threse trademarks without express, write ten permission from ReconRobotics, Inc. Is strictly prohibited. Copyright © 2011. Within the United States, sale of the Recon Scout or Throwbot to non-federal and non-military entities is limited to state and local police and firefighters eligible for licensing under 47 C.F.R. 90.20(a)(1) of the FCC Rules, and security personnel in Critical Infrastructure Industries as defined in the FCC. Rules, 47 C.F.R. 90.7. Operation of this product by non-federal and non-military entities requires an FCC license. These FCC Rules do not apply to sales made outside the United State In United States.





US/CAN End User Pricing

Catalog Number	Product Description	MSRP		GSA	
RSK-TXT-01-1010-2	Throwbot XT Kit - Channel A.2 with OCU II	\$ 14	,650.00	\$ 14,3	317.88
RSK-TXT-01-1011-2	Throwbot XT Kit - Channel B.2 with OCU II	\$ 14	,650.00	\$ 14,3	317.88
RSK-TXT-01-1100-2	Throwbot XT Kit - Channel C.2 with OCU II	\$ 14	,650.00	\$ 14,3	317.88
RSK-TXTa-01-1010-2	Throwbot XT Audio Kit - Channel A.2 with OCU II	\$ 14	,995.00	\$ 14,6	555.06
RSK-TXTa-01-1011-2	Throwbot XT Audio Kit - Channel B.2 with OCU II	\$ 14	,995.00	\$ 14,6	555.06
RSK-TXTa-01-1100-2	Throwbot XT Audio Kit - Channel C.2 with OCU	\$ 14	,995.00	\$ 14,6	555.06
RSK-XLa-01-1010-2	Recon Scout XL Audio Kit - Channel A.2 with OCU II	\$ 14	,995.00	\$ 14,6	555.06
RSK-XLa-01-1011-2	Recon Scout XL Audio Kit - Channel B.2 with OCU II	\$ 14	,995.00	\$ 14,6	555.06
RSK-XLa-01-1100-2	Recon Scout XL Audio Kit - Channel C.2 with OCU II	\$ 14	,995.00	\$ 14,6	555.06
RSK-TBLE-01-1010	Recon Scout Throwbot® LE Kit - Channel A with OCU II	\$ 4	,995.00	n/a	- 877
RSK-TBLE-01-1011	Recon Scout Throwbot® LE Kit - Channel B with OCU II	\$ 4	,995.00	n/a	
RSK-TBLE-01-1100	Recon Scout Throwbot® LE Kit - Channel C with OCU II	\$ 4	,995.00	n/a	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
RSK-UVI-01-1010	Recon Scout UVI (Under Vehicle Inspection) Kit - Channel A with OCU II	\$ 7,	,995.00	\$ 7,8	313.75
RSK-UVI-01-1011	Recon Scout UVI (Under Vehicle Inspection) Kit - Channel B with OCU II		,995.00	\$ 7,8	313.75
RSK-UVI-01-1100	Recon Scout UVI (Under Vehicle Inspection) Kit - Channel C with OCU II	\$ 7,	995.00	\$ 7,8	313.75
RSK-IR-01-1010	Recon Scout IR Kit - Channel A with OCU II	\$ 9,	295.00	\$ 9,0	84.28
RSK-IR-01-1011	Recon Scout IR Kit - Channel B with OCU II	\$ 9,	295.00	\$ 9,0	84.28
RSK-IR-01-1100	Recon Scout IR Kit - Channel C with OCU II	\$ 9,	295.00	\$ 9,0	84.28
RS-IR-1010	Recon Scout IR - Robot Only - Channel A	\$ 7,	350.00	n/a	
RS-IR-1011	Recon Scout IR - Robot Only - Channel B	\$ 7,	350.00	n/a	
RS-IR-1100	Recon Scout IR - Robot Only - Channel C	\$ 7,	350.00	n/a	
RS-TBLE-1010	Recon Scout Throwbot® LE - Robot Only - Channel A	\$ 3,	495.00	n/a	
RS-TBLE-1011	Recon Scout Throwbot® LE - Robot Only - Channel B	\$ 3,	495.00	n/a	
RS-TBLE-1100	Recon Scout Throwbot® LE - Robot Only - Channel C	\$ 3,	495.00	n/a	
RS-TXT-1010-2	Throwbot XT - Robot Only - Channel A.2	\$ 12,	225.00	n/a	
RS-TXT-1011-2	Throwbot XT - Robot Only - Channel B.2	\$ 12,	225.00	n/a	
RS-TXT-1100-2	Throwbot XT - Robot Only - Channel C.2	\$ 12,	225.00	n/a	
RS-TXTa-1010-2	Throwbot XT Audio - Robot Only - Channel A.2	\$ 12,	595.00,	n/a	
RS-TXTa-1011-2	Throwbot XT Audio - Robot Only - Channel B.2	\$ 12,	595.00	n/a	,
RS-TXTa-1100-2	Throwbot XT Audio - Robot Only - Channel C.2	\$ 12,	595.00	n/a	
RS-UVI-1010	Recon Scout UVI (Under Vehicle Inspection) - Robot Only - Channel A	\$ 5,	495.00	n/a	
RS-UVI-1011	Recon Scout UVI (Under Vehicle Inspection) - Robot Only - Channel B	\$ 5,	495.00	n/a	
RS-UVI-1100	Recon Scout UVI (Under Vehicle Inspection) - Robot Only - Channel C	\$. 5,	495.00	n/a	
RS-XLa-1010-2	Recon Scout XL Audio - Robot Only - Channel A.2	\$ 12,	595.00	n/a	
RS-XLa-1011-2	Recon Scout XL Audio - Robot Only - Channel B.2	\$ 12,	595.00	n/a	
RS-XLa-1100-2	Recon Scout XL Audio - Robot Only - Channel C.2	\$ 12,	595.00	n/a	
OCU II-1010	OCU II - Channel A for Recon Scout XT, IR, UVI, & LE		495.00	n/a	
OCU II-1010-2	OCU II - Channel A.2 for Throwbot XT, XTa, and XL		495.00	n/a	
OCU II-1011	OCU II - Channel 8 for Recon Scout XT, IR, UVI, & LE			n/a	
OCH H,1011 2	MOCIFIE Channel D. 2 for Throughat VT. VTa and VI		-0-00	. /	
OCU II-1100	OCU II - Channel C for Recon Scout XT, IR, UVI, & LE	\$ 2,4	195.00	 1/a	

OCU-DIM-UPGRADE	Add dimming to any OCU (Stand alone or in a kit)	\$	520.00	n/a
TXT-U/P-LM01	Throwbot XT to Throwbot XT Audio Upgrade Package	\$	850.00	n/a
CMS 2.0	Command Monitoring Station 2.0 - Non-Audio and Audio	\$	5,495.00	\$ 5,370.43
CMS 2.0-U/P-LM01	CMS to CMS 2.0 Audio & Non-Audio Upgrade Package	\$	850.00	n/a
SSP	SearchStick™ Pole	\$	600.00	n/a
A/V 4 Pack	Audio and Video Out Cabling Package	\$.300.00	n/a
BYMT	Bayonet Mount - Throwbot XT, XT Audio, & Recon Scout XT	\$	99.00	n/a
RSK-H-UCASE	Universal Hard Case	\$	315.00	n/a
TR	Tether Reel .	\$	60.00	n/a
SS-OCU	OCU Screen Shade	\$	60.00	n/a
FMK-S/OCU II	Field Maintenance Kit for Recon Scout IR/UVI and OCU II	\$	425.00	n/a
FMK-TXT/OCU II	Field Maintenance Kit for Throwbot XT & XT Audio and OCU II	\$	425.00	n/a
FMK-XL-TAK	Field Maintenance Kit - Recon Scout XL Tail and Antenna kits	\$	395.00	n/a
FMK-XL-WK	Field Maintenance Kit - Recon Scout XL Set of 2 Wheels	\$	650.00	n/a
FMK-XL/OCU II-1010-2	Field Maintenance Kit - Scout XL Audio and OCU II - Channel A.2	\$	1,045.00	n/a
FMK-XL/OCU II-1011-2	Field Maintenance Kit - Scout XL Audio and OCU II - Channel B.2	\$	1,045.00	n/a
FMK-XL/OCU II-1100-2	Field Maintenance Kit - Scout XL Audio and OCU II - Channel C.2	\$	1,045.00	n/a
FMK-XT	Field Maintenance Kit for ReconScout XT and OCU Classic	\$	425.00	n/a
BC-AC Dual DC-R-4-Pin/OCU	Throwbot XT & XT Audio 4-Pin AC Dual DC Battery Charger	\$	149.00	n/a
BC-AC Dual DC-R/OCU	Recon Scout XT, IR, UVI, LE AC Dual DC Battery Charger	\$	139.00	n/a
BFC-R 4-Pin/OCU	Throwbot XT & XT Audio 4-Pin BA5590/BB2590 Field Charger	\$	315.00	n/a
BFC-R/OCU	Recon Scout XT, IR, UVI, LE BA5590/BB2590 Field Charger	\$	295.00	n/a
RS-XL-MTPbk	Throwbot XL Audio MOLLE Tactical Pack, Black Cordura	. \$	159.00	n/a
RS-XL-MTPc	Throwbot XL Audio MOLLE Tactical Pack, Camouflage	\$	159.00	n/a
RS-XT-MTPbk	Throwbot XT & XT Audio MOLLE Tactical Pack, Black Cordura	\$	159.00	n/a
RS-XT-MTPc	Throwbot XT & XT Audio MOLLE Tactical Pack, Camouflage	\$	159.00	n/a
AMP Kit	AMP for Single Robot Kit	\$	1,750.00	n/a

Notes

All Kits Include a Robot, OCU, Chargers, and Carrying Case

All Products sold with a 1 year warranty, except for Throwbot LE Kits which have a 90 day warranty

Damage to the OCU screen is not included under the maintenance/support plan coverage. Please consult the AMP document for more details.

In the United States, for sales of the Throwbot and Recon Scout to non-federal and non-military entities, license eligibility is limited to state and local police and firefighters eligible under 47 C.F.R. § 90.20(a)(1) of the FCC Rules, and security personnel in Critical Infrastructure Industries as defined in the FCC Rules, 47 C.F.R. § 90.7. By accepting this quote, the purchasing agency attests they are eligible to license this product. Operation of this product by non-federal and non-military entities requires an FCC license.



Bureau of Motor Vehicles

· Emergency Management Agency

Emergency Medical Services

Office of Criminal Justice Services

Ohio Homeland Security

· Ohlo State Highway Patrol



John R. Kasich, Governor John Born, Director Colonel Paul A. Pride Superintendent

Ohio State Highway Patrol 1970 West Broad Street P.O. Box 182074 Columbus, Ohio 43218-2074 www.statepatrol.ohio.gov

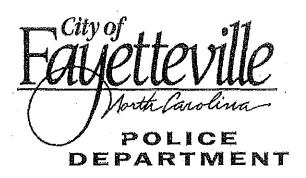
Business reference on behalf of ReconRobotics, Inc.

Agency Name: Ohio State Highway Patrol Contact Name: Lieutenant Scott A. Demmitt

Address: 1583 Alum Creek Drive

Columbus, Ohio 43209 Phone: 614-989-9538

Months and years of Service: 30 years



Business reference on behalf of ReconRobotics, Inc.

Agency Name: Fayetteville Police Department Contact Name: Lieutenant Michael Ruff

Address: 467 Hay Street Fayetteville, NC 28301 Phone: 910-723-1803

Serving Since February 23rd, 1994 / 23 Years

FAVETTEVILLE NC 28301

www.cityoffayetteville.org www.bethebadge.com



Police Department . Stephen R. Reed, Police Chief

Agency Name: Ft. Wayne Police Dept.

Contact Name: Lt. Kevin Zelt

Address: #1 Main Street

Ft. Wayne, IN 46802

Phone: (260) 427-1413

Months and years of service: 31 years, 5 months

phone: 260-427-1230 • fax: 260-427-1374

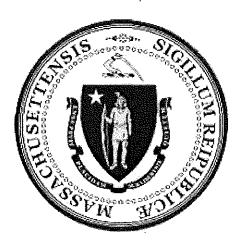
An Ecual Opportunity Employer

REQUEST FOR RESPONSE Tactical Robot System RFR #SP17-Robot-X18 COMMBUYS Bid #BD-17-1084-POLGH-GHQ-13308

THE COMMONWEALTH OF MASSACHUSETTS

SECRETARY OF PUBLIC SAFETY DEPARTMENT OF STATE POLICE

470 Worcester Road Framingham, MA 01702



Request for Response (RFR)

Document Title: Tactical Robot System, Supplies & Services

COMMBUYS Bid#: BD-17-1084-POLGH-GHQ-13066 Agency Document Number SP17-Robot-X18

February 21, 2017

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

REQUEST FOR RESPONSE Tactical Robot System RFR #SP17-Robot-X18

COMMBUYS Bid #BD-17-1084-POLGH-GHQ-13308

1 RFR INTRODUCTION AND GENERAL DESCRIPTION	<u></u>
1.1 Procurement Scope and Description	
1.2 Applicable Procurement Law	
1.3 Acquisition Method:	
1.4 Whether Single or Multiple Contractors are Required for Contr	
1.5 Entities Eligible to Use the Resulting Contract	
1.6 Expected Duration of Contract (Initial Duration and any Option	s to Renew):2
1.7 Anticipated Expenditures, Funding or Compensation:	
1.8 Performance and Payment Time Frames Which Continue Beyo	
Contract	2
1.9 Small Business Purchasing Program (SBPP)	
(,	
4 FOTISSATED DOOGSDESSELT OAS TAIDAD	
2 ESTIMATED PROCUREMENT CALENDAR	
2.1 Written questions via the Bid Q&A on COMMBUYS	3
2.2 Locating Bid Q&A	
2.3 Amendment Deadline	
3 SPECIFICATIONS	5
O DO TO TO TO TO THE TOTAL OF T	
	_
3.1 Other Specifications:	5
4 <u>TERMS:</u>	<u>6</u>
4.1 Reporting	6
Toporting, sandaminanananananananananananananananananan	,
5 EVALUATION CRITERIA	<u></u> 6
5.1 Mandatory requirements	
5.2 Desirable specifications	6
5.3 Alternatives	
5.4 Evaluation Components	
5.4.1 Price (including prompt payment discount)	
5.4.2 Corporate Stability	
5.4.3 Company Qualifications/Experience	
5.4.4 References and/or Letters of reference	
5.4.5 Small Business Purchasing Program	
E INSTRUCTIONS FOR SURMISSION OF RESPONSES.	-7
6 INSTRUCTIONS FOR SUBMISSION OF RESPONSES:	<u> </u>

REQUEST FOR RESPONSE

Tactical Robot System RFR #SP17-Robot-X18

COMMBUYS Bid #BD-17-1084-POLGH-GHQ-13308

6.1 Required Fo	rms	8
		_
7 APPENDIX 1 –	REQUIRED TERMS FOR ALL RFRS	<u></u>
7.1 General Prod	curement Information	9
	ecurity-sensitive information	
	·	
7.1.3 Ownership	of Submitted Quotes	9
),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
7.2 Terms and R	equirements Pertaining to Awarded Contracts	
	ealth Tax Exemption	
	S Contact Information	
7.2.3 Publicity		
•		
8 APPENDIX 2 -	RFR - REQUIRED SPECIFICATIONS	11
O AFFLINDIA 2 -	NIN-KEQUINED SPECIFICATIONS	
9 APPENDIX 3 IN	NSTRUCTIONS FOR EXECUTION AND SUBMISSION	N OF
<u>COMMONWEALTI</u>	H STANDARD FORMS	<u></u> 16
9.1 Commonwea	alth Standard Contract Form	16
	alth Terms and Conditions	
	Taxpayer Identification Number and Certification (M	
Form)		
9.4 Contractor A	uthorized Signatory Listing	17
	ersity Program Plan Form 1	
	nvironmentally Preferable Products / Practices	
9.7 Prompt Paym	nent Discount Form	18
	ferences	
		
44 4		
<u> 10 APPENDIX 4 -</u>	- GLOSSARY	19

1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The Massachusetts State Police Special Tactical Operations Team (STOP) is seeking bid responses for a tactical robot system, supplies and service. The awarded contract will cover all related accessories, parts, service, training, as well as other similar types of robots and equipment not specifically listed. See Section 3 for more detailed specifications.

Electronic Quote Submission Instructions

Bidders are advised that Massachusetts State police (1) restricts submission of written questions to the Bid Q&A tool and (2) requires all responses to be submitted using the online submission tools available to active COMMBUYS account holders only. Bidders are solely responsible to monitor this site for Bid amendments, if any. Bidders may monitor the record by frequently checking the Header Information for the list of Amendments. Bidders with active COMMBUYS accounts may also monitor the record through COMMBUYS email notification and record tracking tools enabled when a vendor acknowledges receipt of a bid. To establish a COMMBUYS account, bidders must select the Register link on www.commbuys.com and complete the online subscription process.

1.2 Applicable Procurement Law

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	Executive Branch Goods and Services	
	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
\boxtimes	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

1.3 Acquisition Method:

Check All Applicable ("X"):	Category
\boxtimes	Fee-For-Service
	Out Right Purchase

1.4 Whether Single or Multiple Contractors are Required for Contract:

Check One ("X"):	
	Single Contractor
	Multiple Contractors

a. Estimated Number of Awards

The target maximum number of Contractors is one (1). This is a target number; the SST may award more or fewer Contracts if it is in the best interests of the Commonwealth to do so.

b. Adding Contractors after initial Contract Award

If, over the life of the contract, the Purchasing Department determines that additional Contracts may be added, these may be drawn from qualified companies which responded to this Solicitation but were not awarded Contracts. This is an Open Enrollment Contract. Under the open enrollment process, the Bid will be re-opened for bid several times a year if deemed necessary.

1.5 Entities Eligible to Use the Resulting Contract

Any contract resulting from this Bid will be open for use by the MSP as well as agencies legislatively mandated in the MSP General Appropriation Act.

1.6 Expected Duration of Contract (Initial Duration and any Options to Renew):

Contract Duration	Number of Options	Number of Years/Months	Instructions
Initial Duration		<u>24 mos.</u>	Specify Initial Contract Term in Months/Years. The Contract will be executed for this Initial Duration and will run from the Contract Effective/Start Date (April 1, 2017) through March 31, 2019
Renewal Options	<u>3</u>	24 months ea option	Identify the duration of options to renew and the number of such options (e.g. "two options to renew for one year each")
Total Maximum Contract Duration		<u>96 mos.</u>	Initial Number of Years/Months for the Initial Term Plus All Renewal Periods (Max end date is March 31, 2025.)

1.7 Anticipated Expenditures, Funding or Compensation:

The estimated value of purchase(s) resulting from this Bid will vary as to the type/quantity of equipment. In FY 2017, less than \$16,000 is available for this purchase. Federal Funds may be utilized for this procurement. Respondents will not be considered if they appear on the Federal Government's Debarment list.

1.8 Performance and Payment Time Frames Which Continue Beyond Duration of the Contract.

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, rentals, maintenance or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance or other agreements for service, which were executed pursuant to the main contract.

1.9 Small Business Purchasing Program (SBPP)

This is a Small Procurement targeted to verified small businesses participating in the Commonwealth's Small Business Purchasing Program (SBPP). The Department intends to award a contract to one or more SBPP-participating businesses verified through COMMBUYS who submits a quote that meets or exceeds the best value requirements. Subcontracting in SBPP procurements is limited to no more than 20% of the total value of the contract, unless it is with another verified SBPP participant. If it is determined that there is inadequate SBPP capacity, or no SBPP-participating vendors provide a responsive quote, the Department may award the solicitation to vendors who submitted responses and are not participating in the SBPP. To determine eligibility and to participate in the SBPP, please review the eligibility criteria and general program information at www.mass.gov/sbpp.

2 ESTIMATED PROCUREMENT CALENDAR

DATE
February 21, 2017
February 28, 2017
March 7, 2017
March 8, 2017
March 22, 2017 3:00 PM
March 29, 2017
April 1, 2017

Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

2.1 Written questions via the Bid Q&A on COMMBUYS

The "Bid Q&A" provides the opportunity for Bidders to ask written questions and receive written answers from the SST regarding this Bid. All Bidders' questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

Please note that any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders must not include any information that could be considered

personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

2.2 Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q&A" button allows Bidders access to the Bid Q&A page.

2.3 Amendment Deadline

The SST reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The SST and the Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

3 SPECIFICATIONS

Additional required terms appear in the Appendices to this RFR.

The Massachusetts State Police Special Tactical Operations Team (STOP) is seeking bid responses for a tactical robot system, supplies and service. The awarded contract will cover all related accessories, parts, service, training, as well as other similar types of robots and equipment not specifically listed.

The Robot System should include the following features and capabilities:

- · Two wheeled chassis
- · Weight less than 1.5 lbs
- · Length less than 12 inches
- · Has low light (Infrared) capability
- · Has audio listening capability
- · Has an indoor tested range of at least 90 ft
- · Must have collapsible attachment to allow use as pole camera

3.1 Other Specifications:

Bidder must be a manufacturer or manufacturer's authorized distributor for which a response is being submitted. (Attach copies of certifications).

Bidder must provide delivery within forty-five (45) days of receipt of order, unless mutually agreed to by Department and bidder. Purchasing department reserves the right to access a five percent (5%) penalty fee for late delivery.

Bidder must provide two (2) days of training to at least two (2) members of the Massachusetts State Police. Training dates and locations to be coordinated after contract execution.

All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded inhouse or on-site, at contractor risk, with all charges for transportation and unloading prepaid by the contractor.

Bidder must offer at a minimum a two (2) year comprehensive warranty on all equipment purchased under this contract. This warranty is to be all-inclusive. The Department will not incur any costs related to warranty repairs. Any exception to these warranty clauses must be specifically identified. Further, any warranty offered above and beyond that mentioned in the attachments should be noted and additional points may be given during the evaluation.

Bidders should respond in the affirmative to this warranty or provide detailed information for any warranty other than that specified. Should a bidder remain silent, a two (2) year warranty as detailed above will apply at no added costs to the Commonwealth and/or the Massachusetts State Police.

All bidders must provide a detailed plan, identifying time requirements, to address all warranty repairs and provide comprehensive details on its maintenance plans.

Bidder must submit a detailed listing of all product support that is offered. Product support must include but is not limited to training, toll-free technical support, priority service and defective merchandise return policy. Bidder must provide contact number and hours of availability.

Bidder must provide literature on the product for which a bid has been submitted. Further bidder must make product available for viewing and/or evaluation by the Department of State Police personnel upon

request. It is the responsibility of the bidder to deliver and install any equipment for which a demonstration/evaluation is requested. The Department of State Police will not be held responsible for any damages that may occur during the evaluation period. Demonstrations/evaluations will be done at the expense of the bidder. The Massachusetts State Police will not be responsible for any costs relating to the demonstrations/evaluations.

Bidder must submit current price list for related equipment, accessories and supplies.

Bid responses must be on the bid form and signed by an authorized representative.

The Massachusetts State Police, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

4 TERMS:

4.1 Reporting.

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

5 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award.

5.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the SST. The SST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Bid sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

5.2 Desirable specifications

Desirable specifications will be scored according to the Evaluation Criteria.

RFR specifications prefaced with language such as: "desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the Purchaser to be "desirable." The Purchaser has listed all desirable specifications which will receive points in the evaluation criteria.

5.3 Alternatives

A Quote which fails to meet any material term or condition of the Bid, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Quotes proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Bid specifications. These alternatives may include related commodities or services that may be available to enhance

performance during the period of the Contract. The Quote should describe how any alternative achieves substantially equivalent or better performance to that of the Bid specifications.

The SST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Bid is to provide the best value of commodities and/or services to achieve the goals of the procurement.

5.4 Evaluation Components

The following components will be some of the criteria considered by the SST when evaluating each Quote:

- **5.4.1** Price (including prompt payment discount)
- 5.4.2 Corporate Stability
- 5.4.3 Company Qualifications/Experience
- 5.4.4 Warranty
- **5.4.5** References and/or Letters of reference
- 5.4.6 Small Business Purchasing Program

6 INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

Responses must be sent via the "Create Quote" functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see **Attachment: Instructions for Vendors Responding to Bids**.

Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the vendor to make minor corrections to the submission.

a. Online Questions (Bid Q&A)

Written Questions must be entered by pressing the "Bid Q&A" tab for the Bid in COMMBUYS no later than the "Online Questions Due" date and time indicated in the Estimated Procurement Calendar (above). The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

<u>Written Responses to Questions</u> will be released on or about the "Responses to Questions Posted Online" date indicated in the Estimated Procurement Calendar (above).

(Written questions and responses will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.)

b. Bid Amendment Deadline

The Purchasing Department reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The Purchasing Department and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

c. Quotes (Bid Responses) Deadline (Bid Opening Date/Time)

See the Quotes (Bid Responses) Deadline (Bid Opening) Date and Time indicated in the Estimated Procurement Calendar (above).

d. Estimated Contract Start Date

This is the approximate start date. The actual start date will be the Contract Effective Date which is the date the Contract is executed by the parties.

6.1 Required Forms

Responses to this RFR must contain the following documents:

Check if applicable ("X")	Form/Document	Notes/Instructions (If any)
	Commonwealth Terms & Conditions	Wet Ink Signature Required – upon contract award
	Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form)	Wet Ink Signature Required - upon contract award
	Standard Contract Form and Instructions	Wet Ink Signature Required- upon contract award
	Contractor Authorized Signatory Listing	Wet Ink Signature Required - upon contract award
	Authorization for Electronic Funds Transfer	Wet Ink Signature Required - upon contract award
\boxtimes	Additional Environmentally Preferable Products/Practices	Electronic Submission with bid/quote
\boxtimes	Supplier Diversity Plan Form 1 (SDP Plan Commitment) Recommended, not mandatory	Electronic Submission with bid/quote
	Prompt Payment Discount Form	Electronic Submission with bid/quote
	Business Reference Letters	Electronic Submission with bid/quote
	SP17-Robot Bid Sheet	Electronic Submission with bid/quote

The above attachments are available as attachments as part of the Bid record on <u>WWW.COMMBUYS.COM</u>.

7 APPENDIX 1 – REQUIRED TERMS FOR ALL RFRS

7.1 General Procurement Information

7.1.1 Access to security-sensitive information

Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to MGL c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth. Qualified prospective Bidders that are interested in accessing this information for the purpose of preparing a Quote must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;

safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and

return such records and materials to the Commonwealth upon completion of the project.

7.1.2 Alterations

Bidders may not alter (manually or electronically) the Bid language or any Bid component files, except as directed in the RFR. Modifications to the body of the Bid, specifications, terms and conditions, or which change the intent of this Bid are prohibited and may disqualify a Quote.

7.1.3 Ownership of Submitted Quotes

The SST shall be under no obligation to return any Quotes or materials submitted by a Bidder in response to this Bid. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether or not the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via COMMBUYS, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a backup.

7.1.4 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the Header Information this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the COMMBUYS Helpdesk (see the document cover page for contact information).

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

7.2 Terms and Requirements Pertaining to Awarded Contracts

7.2.1 Commonwealth Tax Exemption

Invoices or invoices submitted to Massachusetts government entities must not include sales tax.

7.2.2 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS.

The Commonwealth assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SST to be lost or rejected by any means including email or spam filtering.

7.2.3 Publicity

Any Contractor awarded a contract under this Bid is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating Eligible Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SST.

8 APPENDIX 2 - RFR - REQUIRED SPECIFICATIONS

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's Glossary of Terms. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Items with the text, "Sequired for POS Only" specify a requirement for Purchase of Service (POS) human and social services procured under 801 CMR 21.00, Procurement of Commodities or Services, Including Human and Social Services and 808 CMR 1.00, Compliance, Reporting and Auditing for Human and Social Service.

<u>COMMBUYS</u> Market Center. COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at <u>www.commbuys.com</u>. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

<u>COMMBUYS Subscription.</u> Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller subscription account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) Bidder understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the <u>COMMBUYS Resource Center</u>.

<u>Multiple Quotes.</u> Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

<u>Quote Content.</u> Bid specifications for delivery, shipping, billing and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All bidders must follow the requirements set forth in the SDP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than \$150,000 will be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

Unless otherwise specified in the RFR, the following SDP forms are not required to be submitted by the deadlines noted below in order to meet the mandatory participation requirements of the SDP:

SDP Plan Form #/Name	Submitted By	When Submitted With Bid Response		
SDP Plan Form #1 - SDP Plan	All Bidders			
Commitment				
SDP Plan Form #2 – Declaration of	Newly Awarded Contractors	Within 30 days of contract		
SDP Partners		execution		
SDP Plan Form #3 – SDP Spending	Contractors	Within 45 days of the end of each		
Report		quarter		

Supplier Diversity Program (SDP) Resources:

- Resources available to assist Prime Bidders in finding potential Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) partners can be found at: www.mass.gov/sdp
- Resources available to assist Prime Bidders in finding potential Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) partners can be found on the Operational Services Division's SDO webpage at: www.mass.gov/sdo
- The Operational Services Division's Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found at: http://www.mass.gov/anf/budget-taxes-and-procurement-info-and-res/osd-events-and-training/osd-training-and-outreach.html In addition, the SDP Webinar can be located on the SDP website at www.mass.gov/SDP.

<u>Supplier Diversity Program Subcontracting Policies.</u> In addition to the Subcontracting Policies (See Subcontracting Policies section below and see Section 9, Subcontracting By Contractor, in the Commonwealth Terms and Conditions) that apply to all subcontracted services, agencies may define specific required deliverables for a contractor's SDP Plan, including, but not limited to, documentation necessary to verify subcontractor commitments

and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) for the purpose of monitoring and enforcing commitments made in a contractor's Supplier Diversity Program (SDP) Plan.

Best Value Selection and Negotiation. The Strategic Sourcing Team or SST (formerly referred to as Procurement Management Team or PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

<u>Bidder Communication.</u> Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

<u>Contract Expansion</u>. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

<u>Costs.</u> Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SST, including requests for clarification. The SST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SST to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The SST will consider such requests on a case-by-case basis and communicate the findings with the bidder.

<u>Environmental Response Submission Compliance</u>. In the event that paper submissions are required and in an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all required paper responses that are submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such
 products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Executive Order 509, Establishing Nutrition Standards for Food Purchased and Served by State Agencies. Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: Executive Order # 509 Guidance.

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules, Please see other sections of the RFR for any further HIPAA details, if applicable.

<u>Minimum Quote (Bid Response) Duration.</u> Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found as an attachment for this Bid on COMMBUYS.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SST. The SST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SST on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

<u>Public Records.</u> All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SST reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

<u>Subcontracting Policies</u>. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

9 APPENDIX 3 INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see <u>Electronic Signatures</u>. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled <u>Ink Signatures</u>: the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

9.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SST. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

9.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

9.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) Sign electronically as described above; if notified of Contract award, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

9.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor...," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

9.5 Supplier Diversity Program Plan Form 1

NOTE: SDP is REQUIRED for procurements over \$150,000 (life of the contract).

Download this form and complete as directed below; include with online submission. Ink signature is not required.

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document. Bidders are required to state a specific percentage of contract revenues that will represent the SDP commitment for the entire contract period, including any renewals.

9.6 Additional Environmentally Preferable Products / Practices

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

9.7 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Contracts and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts should be reflected on the Commonwealth Standard Contract Form.

9.8 Business References

Each Bidder must provide three (3) current client references consisting of two government services or public services agencies in which similar products/services have been furnished. A reference letter shall be submitted on client's letterhead by the Bidder. The reference letter shall include the name, address, contact person, telephone number, months and years of service. References must be for clients or customers to whom goods and services were provided within three (3) years prior to the RFR due date.

10 APPENDIX 4 - GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk ("*") are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - See Department

Bid – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a "bid" refers to the solicitation, RFR or procurement.

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – See Strategic Sourcing Services Lead

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to Contract records as "Purchase Orders" or "Blanket Purchase Orders."

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms "Department," "Eligible Entity," "Agency," "Commonwealth Agency," and "Contracting Department" include all entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as "Organizations."

Eligible Entity - See Department

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Team, of reviewing, scoring and ranking the submitted Quotes related to this Bid.

FY - See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

Organization - See Department

Procurement Team Leader (PTL) - See Strategic Sourcing Services Lead

PTL - See Procurement Team Leader

Purchasing Entity - Same as "Eligible Entity."

Quote or Response - generally refers to the offer submitted in response to a Bid or Request for Response (RFR).

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a "Bid" or "Solicitation."

Response – The Bidder's complete submission (or "Quote" as referenced in COMMBUYS) in response to a Solicitation, in other words, a "Bid" or "Proposal."

Solicitation – See Request for Response (RFR)

SST - See Strategic Sourcing Team

SSSL - See Strategic Sourcing Services Lead

Strategic Sourcing Team (SST) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSTs are referred to as "Procurement Management Teams (PMT)."

Strategic Sourcing Services Lead (SSSL) – Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting contract. In some agencies SSSLs are referred to as "Procurement Team Leads (PTL)." COMMBUYS Refers to the SSSL in the Header Information section of a Bid as the "Purchaser."

Commodity Purchase Order(PC) Dept: POL ID: PDPOL170717RECONROBT Ver.: 1 Function: New Phase: Final Modified by polah7 . 04/11/2017

Vendor	Vendor Line: 1	Vendor Customer: VC0000872920 545,325,06	Legaritation (Legarita		
Vendor Line	Mender Customor	Lenal Name	Line Amount	Modified	
1	G.L. c. 4. sec. 7 cl. 26(c) Medical	RECONROBOTICS, INC	\$15,325.06	No	
rom 1 to 1 Total: 1					
Vendor Discount			war en myg - Mannang gy - market ne general de sammen general de sammen general de sammen general de sammen g		
Vendor Customer: VC0000872920	Vendor Contact ID: PC999				
Legal Name: RECONROBOTICS, INC	Vendor Contact Name: NONE PROVIDED				
Alias/DBA:	Vendor Contact Phone: 952-935-5515				
Address Code: AD001	Vendor Contact Phone Ext.:				
5251 W 73RD ST STE A EDINA	Vendor Contact Email:				
MN 55439-2221	Fax:				
USA Vendor Preference Level:	Fax Extension:				
99 Web Address http://:	Secondary Reason:				
	Modified: No				



Department of State Police

Release Purchase Order

P.O. Date: 04/11/2017 15:40 PM Printed: 10/01/2019 12:36 PM Required by: 04/11/2017 00:00 AM

Purchase Order Number

1∪∠∀Ა.1

Alternate ID PDPOL170717RECONROBT

Solicitation (Bid) No.:

	Vendor Number: GL. c. 4. sec. 7 cl. 26(c) M
V	ReconRobotics, inc.
E	5251 W. 73rd St. Suite A
N	Edina, MN 55439
D	
0	·
R	

Short Description: 17RECONROBT

Special Instructions

SHIPTO	Robert Schumaker, STOP Team - New Braintree 340 West Brookfield Road Department of State Police New Braintree, MA 01531 US Email: robert.schumaker2@MassMail.State.MA.US Phone: (508) 867-1576
B-LL TO	Dianne Miller, Department of State Police 470 Worcester Rioad Fiscal Department Framingham, MA 01702 US Email: dianne.miller@MassMail.State.MA.US Phone: (508) 820-2143

Item # 1 Class-Item 46-17-16 46-17-16-00-0000 Tactical Robot System per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 14,655.06		0.00 %	\$ 0.00	\$ 14,655.06

Item # 2 Class-Item 46-17-16

Collapsible pole attachment per quote attached.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 670.00	EA	0.00 %	\$ 0.00	\$ 670.00

WORLD LEADER IN TACTICAL MICRO ROBOT SYSTEMS

5251 W /3rd St, Stiffe A, Edina, WN 55439 TEL 952-935-5515 FAX 952-935-5508

www.reconrobotics.com

reconscout-orders@reconrobotics.com

Date:

03/23/2017

Sales Quote #:

17-0085

Customer#:

NA-C-1051-3

MN Tax ID: 9403924 FEIN: 26-2183823 GSA Contract #: GS-07F-0075U

BILLING ADDRESS

Massachusetts State Police John Suyemoto 340 W Brookfield Rd

New Braintree, MA 01531 United States

SHIPPING ADDRESS

Same

508-561-2264 John.Suyemoto@massmail.state.ma.us

SALES REP TERMS		SHIP VIA	FOB	ESTIMATED DELIVERY TIME
Katle Sisco	Net30	UPS Ground	Destination	. 4 - 6 weeks from receipt of purchase order

[all prices in US Dollars] UNIT COST EXTENDED COST ITEM DESCRIPTION QTY MODEL# 14,655.06 14,655.06 RSK-TXTa-01-1100-2 Throwbot XT Audio Kit - Channel C.2 with OCU II 1 670.00 \$ 670.00 SSP SearchStick Pole 1 Included above GSA Shipping & Handling For sales of the Recon Scout to non-federal and non-military entitles, license eligibility is limited to state and local police \$ 15,325.06 TOTAL

and firefighters eligible under 47 C.F.R. § 90.20(a)(1) of the FCC Rules, and security personnel in Critical Infrastructure Industries as defined in the FCC Rules, 47 C.F.R. § 90.7. By accepting this quote, the purchasing agency attests they are eligible to license this product. Operation of this product by non-federal and non-military entities requires an FCC license. This sales quote is valid for 90 days after the above date.

RECON SCOUT

ATTN: U.S. Law Enforcement and First Responder Customers

This FCC contact form must be completed and received before a Purchase Order may be processed for orders of Recon Scout or Throwbot robots. Please submit this form with your Purchase Order, or submit in advance to speed up processing. Submission of this form does not create an obligation to purchase any equipment from ReconRobotics.

Entity Name: Massachusetts State Police						
Contact Information						
FCC licensing paperwork will be emailed at time of shipment to the person provided below. Please provide contact information for the appropriate FCC coordinator with the agency that will be using this equipment. If the equipment will be shipped to multiple agencies, you must submit one copy of this form for each end user. Communications Director:						
Phone: (508) 820-2264 B-mail: blair-sutherland (a) masquail. state. ma. us						
Phone: (108) Leman: 12111 Soffice and Company						
<u>Attestation</u>						
By signing below, I attest that the end user entity named above is eligible to license this equipment, and agree to abide by all FCC requirements.						
Name (printed): C. Blair Suffer and Title: Director of Telecommunication						
Signature:						
FCC Eligibility						
The usage of the Recon Scout robot and related equipment is subject to the following conditions: Eligibility is limited to state and local police and firefighters eligible for ilcensing under Section 90.20(a)(1) of the Commission's Rules, and security personnel in critical infrastructure industries. The Recon Scout robot may be used only during actual emergencies involving threats to safety of life, and for necessary training related to such operations. Security personnel in critical infrastructure industries may operate the Recon Scout robot only in areas that are environmentally hazardous for entry by human personnel, and for necessary training related to such operations. The Recon Scout robot will operate on a secondary basis (cannot cause interference and is not protected from interference) to all Federal users and ilcensed non-Federal users. This device may not interfere with Federal stations operating in the 420-450 MHz band and must accept any Interference received. Training operations are not permitted within thirty kilometers of the following Federal radiolocation sites: Site Coordinates (degrees-minutes-seconds) O Beale Air Force Base 39-08-10 N / 121-21-04 W Cavalier Air Force Station 64-55-16 N / 143-05-02 W O Cavalier Air Force Station 48-43-12 N / 97-54-00 W O Egiln Air Force Station 48-43-12 N / 97-54-00 W The operation of the Recon Scout may be impacted in the vicinity of the following radar and ionospheric research sites: Site Coordinates (degrees-minutes-seconds) O Westford, Massachusetts 42-37-24 N / 71-29-18 W O Poker Flats, Arkansas 65-07-47 N / 147-28-14 W						

View All1 of 5 | 🖄 Vendor Invoice added to Vendor Invoice Registry. (A1808) Phase: Final Pymt Request-CommodityBased(PRC) Dept: POL ID: PVPOL170717103RECON1 Ver.: 1 Function: New Modified by polah7, 04/13/2017 Legal Name: Vendor Line: 1 Vendor Customer: 1/00000872820 Total Lines: 1 Vendor RECONROBOTICS, INC. Line Amount Legal Name Vendor Customer Vendor Line RECONROBOTICS, INC 15325.06 1 From 1 to 1 Total: 1 Invoice Information Agreement Reference General Information Disbursement Options Vendor Contact ID: Vendor Customer: VC0000872920 Vendor Contact Name: Legal Name: RECONROBOTICS, INC NONE PROVIDED Vendor Contact Phone: Alias/DBA: 952-935-5515 Vendor Contact Phone Ext.: Address Code: AD001 Vendor Contact Email: Address 1: 5251 W 73RD ST STE A Fax: Address 2: Fax Extension: City: **EDINA** Web Address http://: State: Minnesota Taxpayer ID Number: Zip Code: 55439-2221 Taxpayer ID Type: Country: USA Merchant ID: County: Tax Profile: Received Service From Date: Received Service To Date:



WORLD LEADER IN TACTICAL MICRO-ROBOT SYSTEMS

5251 W 73rd St, Suite A Edina, MN 55439

Ph: 952-935-5515 Fax: 952-935-5508 accounting@reconrobotics.com

MN Tax ID: 9403924 FEIN: 26-2183823 GSA Contract #: GS-07F-0075U DUNS: 191-067-664 CAGE: 37SR0

Invoice Date: 4/5/2017

Invoice #: 74193

Payment Due: 5/5/2017

Payment Terms: Net 30

BILLING ADDRESS

Massachusetts State Police Dianne Miller 470 Worcester Rioad Fiscal Department Framingham, MA 01702

SHIPPING ADDRESS

Massachusetts State Police Robert Schumaker, STOP Team - New Braintr 340 West Brookfield Road New Braintree, MA 01531 508-867-1576

RR SALES ORDER #	SALES REP	SHIPPED VIA	CUSTOMER PO #
3448	KS-D	UPS Ground	PO-17-1084-POLGH-GHQ-1029

QTY	MODEL NUMBER	DESCRIPTION	UNIT COST	EXT COST	
1	RSK-TXTa-01-1100-2	Throwbot XT Audio Kit - Channel C.2 with	14,995.00	14,995.00	
		OCU II	-449.85	-449.85	
	Discount	GSA Discount	109,91	109.91	
1	Fee	GSA Fee SearchStick(R) Pole	670,00	670.00	
1	SSP	Search Stick(N) Fore	3,0100	0,0.00	
t.	·	Purchase Order: PO-17-1084-POLGH-GHQ-10293:1			
		invoice Receipt date APR 0 5 2017		·	
		"The equipment, goods, or services for which this payment is made were received on 4 13 17 " certified by CALL BMHM signature date 4-19-17			
		PO# PDPOLITOTITRECONRO	DBT		
		non-federal and non-military entities, license eligibility is limited to	TOTAL SITE	\$15,325.06	
1	r () malika nad AraBahbara aliaibia (Inde	TOTAL DUE	N 4. K. C. S. C. A. C.		
state and total police and neighbor of the following the following the first product of the first product of the following the f			Please make checks payable to		
non-military entities requires an FCC license. ReconRobotics					