

Commodity Purchase Order(PC) Dept: POL ID: PDPOL197519ROBOT0001 Ver.: 2 Function: Modification Phase: Final

Modified by ctra4b , 07/01/2019

Vendor		Vendor Line: 1	Vendor Customer: [REDACTED]	Legal Name: ENDEAVOR ROBOTICS, INC.		
	Vendor Line	Vendor Customer	Line Amount: \$212,211.41	Legal Name	Line Amount	Modified
	1	[REDACTED]		ENDEAVOR ROBOTICS, INC.	\$212,211.41	Yes
From 1 to 1 Total: 1						

Vendor Discount

Vendor Customer: [REDACTED]	Vendor Contact ID: PC001
Legal Name: ENDEAVOR ROBOTICS, INC.	Vendor Contact Name: DAVID FULLER
Alias/DBA: ENDEAVOR ROBOTICS	Vendor Contact Phone: 781-430-3484
Address Code: AD001	Vendor Contact Phone Ext.: [REDACTED]
PO BOX 842292	Vendor Contact Email: [REDACTED]
BOSTON	Fax: [REDACTED]
MA	Fax Extension: [REDACTED]
02284-2292	Secondary Reason: [REDACTED]
USA	Modified: Yes
Vendor Preference Level: 99	
Web Address http://:	

not received yet



Department of State Police

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

Release Purchase Order

Purchase Order Number
 PO-16-1021-DFS-DFS01-
 00000007724:4

Alternate ID
 PDPOL197519ROBOT0001

Solicitation (Bid) No.:

V E N D O R	Vendor Number: 00020269 Endeavor Robotics, Inc.
	8 Crosby Drive Bedford, MA 01730

Short Description: 19ROBOT0001

Special Instructions
 Sgt. Ahern

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

Item # 1

Class-Item 46-16-00

Item 4187500-1650050 510 PackBot Robotic System per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 138,524.00	EA	0.00 %	\$ 0.00	\$ 138,524.00

Item # 2

Class-Item 46-16-00

Item 4151798 BB-2590 Lithium Battery Pack per attached quote

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
6.00	\$ 505.54	EA	0.00 %	\$ 0.00	\$ 3,033.24

Item # 3

Class-Item 46-16-00

Item 446638K-240 Packbot Radio per attached quote

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

Item # 4

Class-Item 46-16-00

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

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

Item # 5

Class-Item 46-16-00

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

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

TOTAL: \$ 212,211.41

PURCHASED

By: Dianne Miller

Phone#: (508) 820-2143

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

BUYER



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

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

Quotation

Federal ID No. 81-1232208

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

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

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

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

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

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

Attn: Toni-Marie Vaughn
Ph:
E:

Pricing Valid Thru
04/30/19

Payment Terms
Net 30 Days

Salesperson
Kamila Blain

Lead Time
32 weeks ARO

Quantity Ordered	Item	Description	Selling Price	Extended Price
		SQ01183 Rev 3		
1	4187500-1650050	510 PackBot® Robotic System includes Limited One (1) Year Warranty - 510 PackBot Multi-Mission Chassis (1) - Payload Connector Cover (6) - Flipper Assembly (2) - Manipulator 2.0 Arm with QuickClamp Adapter (1) - Battery Cradle with Cover (2) - Fireset (Robot & OCU) with Code Key (1) - 2.4 GHz uPoint® PackBot® Robot (1) - 2.4 GHz uPoint® Operator Control (1) - BB-2590/2557 Dual High Rate Charger (1) - BB-2590 Dual Battery Charger Adapter (1) - Aware™ 2 Version 6: Robot Software License (1) - uPoint® OCU Software License (1) - User Documentation (1) - Robot Shipping Case (1) - Accessories Shipping Case (1)	138,524.00	138,524.00
6	4151798	BB-2590 Lithium Battery Pack (requires hazardous shipping)	505.54	3,033.24
1	4466338K-240	PACKBOT RADIO, uPOINT® - 2.4GHz - Cables and antennas - Mounting hardware - MPU5 S-Band Radio	15,558.15	15,558.15
1	4466337K-240	MULTI-ROBOT CONTROL, uPOINT® - 2.4GHz - Ruggon Tablet - MPU5 S-Band radio - Backpack - Headset	16,719.10	16,719.10
1	4523214-240	110 FirstLook® Robotic System Includes Limited One (1) Year Warranty - Chassis with Flippers (1) Built-in Cameras with IR Illumination Integrated Lithium Ion Battery - Single Charger for Chassis (1) AC Power Plug and DC Power Cable for BB2590/U Battery - 1-way Audio Headset and Microphone (1) - 2.4 GHz uPoint® FirstLook® Robot (1) - 2.4 GHz uPoint® Operator Control (1) - uPoint® OCU Software License (1)	38,376.92	38,376.92



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

Phone: 978-760-9333
Fax: 781-268-5045
Email: sales@EndeavorRobotics.com

Quotation

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

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

General Notes:

* Note from Endeavor Robotics

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

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

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

* Shipping

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

* Hazardous Materials

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

* Quotes with the 110 FirstLook system

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

* Aware 2 License

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

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

Commercial Computer Software License

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



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Chelmsford, MA 01824-4237

Phone: 978-769-9333
Fax: 781-268-5045
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Quotation

Federal ID No. 81-1232208

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

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

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

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

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

Subtotal:	212,211.41
Sales Tax:	
Grand Total:	212,211.41
Currency:	USD

Important Note:

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

Email
Approval
attached

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Endeavor Robotics, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of State Police MMARS Department Code: POL	
Legal Address: 19 Alpha Road, Suite 101, Chelmsford, MA 01824		Business Mailing Address: 470 Worcester Road, Framingham MA 01702	
Contract Manager: Laura Timmins		Billing Address: same	
E-Mail: ltimmins@endeavorrobotics.com		Contract Manager: Awilda Rivera Morgan	
Phone: 978-769-9404	Fax: 781-981-0625	E-Mail: Awilda.RiveraMorgan@pol.state.ma.us	Phone: 508-820-2346 Fax: 508-820-2165
Contractor Vendor Code: [REDACTED]		MMARS Doc ID(s): PDPOL197519ENDEAVOR1	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO: 7724	

X NEW CONTRACT

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)

___ CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: _____

Enter Amendment Amount: \$ _____ (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- ☐ 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 scope and budget)

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.X Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.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 payments must identify a PPD as follows: Payment issued within 10 days .5 % PPD; Payment issued within 15 days .5 % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014. This contract is for the purchase of explosive ordnance detection and mitigation equipment and products related to the detection and mitigation of explosive devices along with all other related equipment, render safe tools and accessories. The contract also covers any service, maintenance, repairs, upgrades and product support, including training.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.___ 2. may be incurred as of _____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of November 30, 2020, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

Laura Timmins Date: 1-23-2019
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: LAURA TIMMINS
 Print Title: CONTRACTS MANAGER

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

Michelle Small Date: 1/23/19
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Michelle Small
 Print Title: Chief Administrative Officer

Farrell, Sean (POL)

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

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

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

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

Successfully queued email for delivery for the following vendor recipients:

Vendor ID	Vendor Name	Tax ID	Email Address	Recipient User
	Endeavor Robotics, Inc.	*****2208	ltimmins@endeavorrobotics.com	Laura Timmins

Contract User Guide

How to Use the Explosive Ordnance Contract

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

Contract Summary

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

Who Can Use This Contract?

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

This contract is open for use under separate contract execution.

Pricing and Purchase Options

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

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

Full Performance Requirements and Specifications

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

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

Vendor List and Contract information

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

Vendor	Comments	SBPP	SDO	SDP	EPP	PPD
Cherry Engineering, Inc. ██████████, CommBuys #00008248 8805 Scarlet Knight Street, NE Albuquerque, NM 87122 505-292-3878 Contact: Elizabeth Cherry info@cherryengineeringinc.com	Prompt Pay Discount: None offered MBPO: 2718			Yes		No
Dexter Innovative Solutions ██████████, CommBuys #00000528 61 East River Street Orange, MA 01364 978-544-2751 Contact: David Scarfe dave@dexter-ls.com	Prompt Pay Discount: 1%-10 days, 1%-15 days MBPO: 2801			Yes		N
Federal Resources Supply Company ██████████6, CommBuys #00005723 235G Log Canoe Circle Stevensville, MD 21666 800-892-1099 Contact: Sid Sidebotham Sid.sidebotham@federalresources.com	Prompt Pay Discount: 1%-10 days MBPO: 2470			Yes		N
ICOR Technology, Inc ██████████0, CommBuys #00008644 934 Ages Drive Ottawa, Ontario, Canada K1G 6L3 613-745-3600 Jack Vongdouangchanh jvong@icortechonology.com	Prompt Pay Discount: 1%-10 days MBPO: 2601			Yes		N

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

Strategic Sourcing Services Team Members

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

Summary of Where to Obtain Important Contract Information

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

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

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

Contract User Guide
Specifications/RFR
Vendor's Attachment A/Pricing

"Agency Attachment" link
"Agency Attachment" link
Vendor Master Blanket Purchase Order, "Agency Attachment" link

Fig 18

View All 1 of 2 | Document submitted successfully

81004444

Pymt Request-CommodityBased(PRC) Dept: POL ID: PVPOL210018361X80000 Ver.: 1 Function: New Phase: Final

Vendor			
Vendor Line	Vendor Customer	Legal Name	Line Amount
1		IROBOT DEFENSE HOLDINGS, INC.	4116.80
From 1 to 1 Total: 1			

General Information Disbursement Options Invoice Information Agreement Reference Discount Terms

Vendor Customer: VCD000831254 Legal Name: IROBOT DEFENSE HOL Alias/DBA: ENDEAVOR ROBOTICS Address Code: AD001 Address 1: 8 CROSBY DR Address 2: City: BEDFORD State: Massachusetts Zip Code: 01730-1402 Country: USA County: 	Vendor Contact ID: Vendor Contact Name: DAVID FULLER Vendor Contact Phone: 781-430-3494 Vendor Contact Phone Ext.: Vendor Contact Email: Fax: Fax Extension: Web Address http://: Taxpayer ID Number: Taxpayer ID Type: Merchant ID: Tax Profile: Received Service From Date: Received Service To Date:
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Remit To:

Invoice

Page: 1

Bill
To: Commonwealth of Massachusetts
Executive Office for Administration & Finance
Department of Fire Services
STOW, MA 1775
United States

P.O. Number:

Order No.:

Ship
To: Commonwealth of Massachusetts
Executive Office for Administration &
Department of Fire Services
STOW, MA 1775
United States

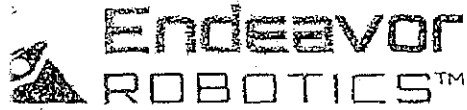
SalesPerson Kim Monti
Terms Net 30 Days
Due Date 1/19/2018

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
18941 Assy,PCB,Head Elec,PackBot Fastac	Each	1	1	2,604.22	2,604.22
21608 Labor, Endeavor, FSE	Hour	8	8	154.00	1,232.00
22338 Endeavor - Repair Order,Administration	Hour	2	2	140.29	280.58

Invoice Receipt date 12-21-17"The equipment, goods or services for which this
payment is made were received on 12/21/17certified by J. Naughtonsignature date 12/21/17

Wire Information:
Bank Name: PNC Bank, NA
Bank Address: East Brunswick, NJ
SWIFT: PNCCUS33
ABA Routing [REDACTED]
Account Number: [REDACTED]

Subtotal: 4,116.80
Invoice Discount: 0.00
Tax: 0.00
Total USD: 4,116.80

1
2
31 by Drive MS6-2
3 rd, MA 01730

Ship to: Pickup

Contact Person: Stephen Sicard
Contact Phone: (978) 567-3367
Contact Email: stephen.sicard@state.ma.us

PACKING LIST

Ship Method: Pickup
Tracking Number:

Mark For:

PO #:

SO #:

SO #:			Date Shipped:	
Part #	Rev	Description	Serial Number	Qty
187400		510 Packbot with 3-Link Arm	112344	1

ST Sicard 11/29/17

Lee, Cheri (POL)

Cc: Lee, Cheri (POL)
Subject: FW:
Attachments: Document.pdf

Hi Cheri, Attached is signed slip from Endeavor Robotics, robot was picked up by Trooper S. Sicard on November 29, 2017.

Thanks

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

Endeavor
Robotics
LLC

Acceptance Form

Customer:	Department of State Police	
Purchase Order/Contract Nos.:	PO-16-1021-DFS-DFS01-00000007724:3	
Purchase Order/Contract Dates:	October 30, 2017	
Sales Order:	SORD000058	
Quantity	Item No.	Description
1	SORD 000058	Repair of 510 PackBot Manipulator Arm
Sgt W.P. Qualls		
Authorized Signature of Acceptance:		Endeavor Representative:
SGT. WILLIAM P. QUALLS #2439		
Print Name:		Print Name: Laura Timmins
SGT. MASS STATE POLICE		
Title:		Title: Contracts Manager
12/19/17		
Date:		Date: 30 November 2017

Upon inspection and acceptance of the repair, please sign and return to: Laura Timmins at ltimmins@endeavorrobotics.com or by fax at 781.960.0625.

View All 1 of 1 | Document submitted successfully

Fy18 (2)

SIC 2444

Commodity Purchase Order(PC) Date: POI ID: PDPOL210018ENDX80ROB Ver.: 1 Function: New Phase: Final

Vendor		Vendor Amount		HOLDINGS, INC.	
Vendor Line	Vendor Customer	Line Amount: \$4,116.80	Legal Name	Line Amount	Modified
1			IROBOT DEFENSE HOLDINGS, INC.	\$4,116.80	No
From 1 to 1 Total: 1					

Vendor Discount

Vendor Customer: VC0000831254	Vendor Contact ID: PC001
Legal Name: IROBOT DEFENSE HOLDINGS, INC.	Vendor Contact Name: DAVID FULLER
Alias/DBA: ENDEAVOR ROBOTICS	Vendor Contact Phone: 781-430-3494
Address Code: AD001	Vendor Contact Phone Ext.:
8 CROSBY DR	
BEDFORD	Vendor Contact Email:
MA	
01730-1402	Fax:
USA	
Vendor Preference Level: 99	Fax Extension:
Web Address http://:	Secondary Reason:
	Modified: No

Department of State Police

P.O. Date: 10/30/2017 12:29 PM

Printed: 10/30/2017 12:29 PM

Required by: 11/06/2017 00:00 AM



Purchase Order Number

Solicitation (Bid) No.:

V E N D O R	Vendor Number: 00020269
	iRobot Defense Holdings, Inc. dba Endeavor Robotics
	8 Crosby Drive
	Bedford, MA 01730

Short Description: 2000 18ENDX80 Robot Repair

Special Instructions

Sgt Qualls will call to coordinate

S H I P T O	Cheri Lee, Fiscal Department 470 Worcester Rd Department of State Police Framingham, MA 01702 US Email: cheri.lee@massmail.state.ma.us Phone: (508) 820-2148
	Cheri Lee, Fiscal Department 470 Worcester Rd Department of State Police Framingham, MA 01702 US Email: cheri.lee@massmail.state.ma.us Phone: (508) 820-2148

Item #1

Class-Item 46-16-00

QUOTE #SORD000058 - Repair of Robot for State Police Bomb Squad: DFS-EOD-2014, Explosive Ordnance Device: Equipment, including, but not limited to robots, x-ray machines, x-ray equipment, explosive identification equipment, etc.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 4,116.80	EA	0.00 %	\$ 0.00	\$ 4,116.80

TOTAL: \$ 4,116.80

PURCHASED

By: Cheri Lee

Phone#: (508) 820-2148

Email: Cheri.Lee@massmail.state.ma.us

BUYER



Robot Repair

Service Order

Federal ID No. 81-1232208

Page:

1

PHONE: 617-100-0000

Cust WO No.

CM RMA

Repair Location ENDV R&S

Dr. Repair

Invoice to
Commonwealth of Massachusetts
Dan Jones
Executive Office for Administration & Finance
Department of Fire Services
STOW, MA 1775
United States

Ship-to Address
Commonwealth of Massachusetts
Executive Office for Administration &
Finance
Department of Fire Services
STOW, MA 1775
United States

Phone No.

Phone No.

E-Mail Daniel.jones@massmail.state.ma.us

E-Mail

PROBLEM DESCRIPTION:

PILT not functioning

Item No.	Serial No.	Description	Warranty
4263347		ASSY, ARM, MANIPULATOR; 3 LINK, PACKBOT	No

Fault Comments
Pilt Not functioning.

Resolution Comments

The Robot's pilt assembly appears to be functioning, however the head camera is inoperable. Swapping in a golden head camera verifies this. The head electronics will need replacement. Replace head electronics assembly, reassemble, vacuum test, function test, clean.

*** Customer will pick up - No Freight charges.

Service Lines

No.	Description	Quantity	Unit Price Excl. Tax	Gross Amount
18941	Assy, PCB, Head Elec, PackBot Fastao	1.00	2,604.22	2,604.22
21608	Labor, Endeavor, FSE	8.00	154.00	1,232.00
22338	Endeavor -- Repair Order, Administration	2.00	140.29	280.58
Total			4,116.80	4,116.80

CUSTOMER RETURN MATERIAL TO:

Endeavor Repair & Service
19 Alpha Rd
Suite 101

GHELMSFORD, MA 01824

REPAIR Payment will be made w/ DIS Forfeiture Monies

Lrc [Signature]

Auth:



Service Order

Federal ID No. 81-1232208

Date:

2

PHONE: 978-768-9332

Order Date

Customer

Cust WO No.

CM RMA

Repair Location ENDV R&S

SHIPPING INSTRUCTIONS:

Freight Terms:

Customer Freight Account Number:

Shipping Agent

Shipping Agent Service

If any questions regarding this repair, please call 978-768-9332 or email dsservice@endeavorrobotics.com

NOTE:

If the defective unit has external batteries they must be removed before sending the unit in for repair. Including the batteries will result in additional shipping charges and a delay in the return of the unit.

Please be advised lithium battery shipments are controlled by the Department of Transportation (DOT), International Civil Aviation Organization (ICAO), and the International Air Transport Association (IATA). Under the US DOT regulations, please review requirements under 49 CFR 172.101, 173.301, 173.185, and 172.102 containing Special Provisions (i.e. 134) and packing instruction CFR 49 173.185. Under the IATA regulations, please review 4.2 List of Dangerous Goods and Special Provision A48, A88, A154, A164, A181, A183, A185, and Packing Instruction 965, 966, 967.

FX Robot w/ approval of LTC.

DIS Asset For SHARY Funi

DIS 124000

Unit in hand, repair into armed order

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), 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

Endeavor Robotics

Contract Manager: Laura Timmins		Billing Address (if different): same	
E-Mail: ltimmins@endeavorrobotics.com		Contract Manager: Cheri Lee	
Phone: 978-769-9404	Fax: 781-960-0625	E-Mail: cheri.lee@state.ma.us	
Contractor Vendor Code: [REDACTED]		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 EFT payments.)		RFR/Procurement or Other ID Number: DFS-EOD-2014, MBPO:7724	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ ____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days .5% PPD; Payment issued within 15 days .5% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Explosive Ordnance Device Equipment, Products and Product Support. RFR #DFS-EOD-2014 - per RFR specs and Bidder's Response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , 20 <u>18</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: <i>Laura Timmins</i> Date: <u>10-16-2017</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: <i>Michelle Small</i> Date: <u>10-18-17</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Laura Timmins		Print Name: <u>Deborah Broderick</u> <i>Michelle Small</i>	
Print Title: <u>Contracts Manager</u>		Print Title: <u>Director of Finance</u> <i>CFO</i>	

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: *Robert D. Seeger Holdings, Inc. dba Endeavor*

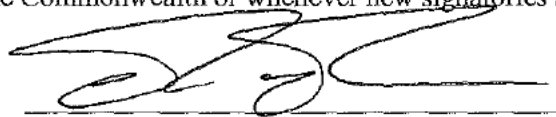
Listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts 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
Laura Timmins	Contracts Manager
Gregory Garner	Contracts Manager
David Fullerton	Controller

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: *10/16/2017*

Title: President

Telephone: 978-769-9340

Fax: 781-960-0625

Email: tom@endeavorrobotics.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Gregory I. Garner

Title: Sr. Contracts Manager

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Sandra Tremblay Stewart (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

March 9, 20 23

My commission expires on:



SANDRA TREMBLAY STEWART
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 9, 2023

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____

AFFIX CORPORATE SEAL



COMMONWEALTH OF MASSACHUSETTS CHANGE IN CONTRACTOR IDENTITY FORM

This Change in Contractor Identity Form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes or electronic alterations, by either the Department or the Contractor, to the official printed language of this form as published by

CURRENT CONTRACTOR NAME: iRobot Corporation	DEPARTMENT NAME: Department of Fire Services
Vendor Code: [REDACTED]	
ADDRESS: 8 Crosby Drive Bedford, MA 01730	ADDRESS: 1 State Road, PO Box 1025 Stow, MA 01775
INDICATE REASON FOR CONTRACTOR IDENTITY CHANGE The Current Contractor is undergoing a structural change that will result in a change in its Tax Identification Number (TIN). Indicate structural change and resulting change in Contractor Identity (e.g., merger, buyout, consolidation, etc.): The defense portion of iRobot Corporation was sold to iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics <i>A justification statement explaining (a) the Contractor's Change in Identity; (b) that the transfer of contract performance to the successor entity is consistent with original procurement; (c) and is in the best interest of the Department MUST be included in the Procurement File.</i>	
CURRENT CONTRACTOR INFORMATION: _____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.) Current Doc. ID Number of Contract Being Amended: #DFS-EOD-2014, MBPO: 2529 Current Total Contract Dates (Includes Original Contract Start Date and Amendments): START: 10/15/2014 TERMINATION: 11/30/2016 Current Total Maximum Obligation of Contract: \$ N/A (rate contract) (Inclusive of ALL Previous Amendments)	
CURRENT CONTRACTOR AMENDED INFORMATION _____ (Check here if multiple contracts are affected; leave this section blank and attach a completed "Contractor Change Schedule of Multiple Contracts" instead.) Amended Termination Date of Contract Performance for Current Contractor: TERMINATION DATE: 4/3/2016 Amended Estimated Maximum Obligation for Current Contractor: \$ N/A (Reflects total of any obligations to date and final payments to be made. Final payments are based upon actual performance and the Department may adjust this remaining Maximum Obligation with written notice to the Current Contractor without further formal amendment.)	
NEW CONTRACTOR (SUCCESSOR ENTITY) NAME: iRobot Defense Holdings, Inc., d/b/a Endeavor Robotics	ADDRESS: 8 Crosby Drive Bedford, MA 01730
Vendor Code: [REDACTED]	
NEW CONTRACTOR INFORMATION: _____ (Check here if multiple contracts are affected; leave this section blank and complete the attached "Contractor Change Schedule of Multiple Contracts" instead.) Doc. ID for New Contractor: #DFS-EOD-2014 (For remaining contract period with New Contractor) Contract Performance Dates for New Contractor: START: 4/4/2016 TERMINATION: 11/30/2016 (Start Date must comply with 801 CMR 21.00 or other applicable law.) Estimated Maximum Obligation for New Contractor \$ N/A (rate contract) (This amount does not include remaining amounts to be paid by the Department to the Current Contractor indicated above. The total maximum obligation, transactions and payments will be based upon actual performance and any final payments made to the Current Contractor and the Department may adjust the Maximum Obligation and transactions accordingly with written notice to the New Contractor without further amendment.)	

**COMMONWEALTH OF MASSACHUSETTS
CHANGE IN CONTRACTOR IDENTITY FORM**

REQUIRED ADDITIONAL ATTACHMENTS FOR NEW CONTRACTOR

All applicable items below must be completed and executed by the New Contractor if not currently on file.

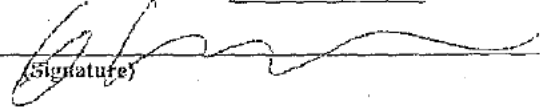
- ☒ Supplier Diversity Plan Plan (if required under original RFR)
- ☐ SOMWBA MBE/WBE Certification letter (if required under original RFR)
- ☐ Consultant Contractor Mandatory Submission Form (only if Consultant Contract - HR, NN or UU object classes)
- ☐ Written Disclosure of Current and Anticipated Related Parties Pursuant to 808 CMR 1.04 (if required under RFR)

Additional Requirements or Information:

Prompt Pay Discount Form (PPD) - .5%-10 days, .5%-15 days

IN WITNESS WHEREOF: The Department certifies that this Contractor Change is necessary for the completion of essential Contract performance and is in the best interests of the Department and is consistent with the original Contract Procurement for this Contract. The Department, the Current Contractor and the New Contractor hereby agree to the terms of this Change in Contractor Identity Form and certify under the pains and penalties of perjury that this Change in Contractor Identity Form and any information contained herein, or attached hereto, is complete and accurate and complies with all applicable laws and regulations, as evidenced by the execution by their authorized signatories which shall be effective as of the last date executed by all the parties below. The New Contractor agrees to perform all of the remaining requirements of this Contract in accordance with the terms, requirements and certifications in the applicable Contract under the original procurement, and any amendments thereto, as filed under the "Current Doc. ID Number of Contract" above, and in accordance with any additional terms or requirements included as part of this *Change in Contractor Identity Form*.

CURRENT CONTRACTOR iRobot Corporation

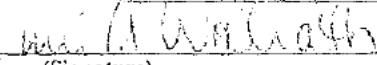
X: 
(Signature)

NAME: Glen D. Weinstein

TITLE: EVP & Chief Legal Officer

DATE: April 25, 2016

DEPARTMENT: Department of Fire Services

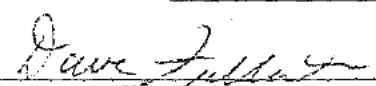
X: 
(Signature)

NAME: Julie A. Walworth

TITLE: Procurement Supervisor

DATE: 5/16/16

NEW CONTRACTOR: iRobot Defense Holdings, Inc. dba, Endeavor Robotics

X: 
(Signature)

NAME: David Fullerton

TITLE: Controller

DATE: 4/19/16

The Department must file the original record copy of any Change in Contractor Identity Form with the original record copy of the Contract being amended.

Name: iRobot Defense Holdings, Inc. dba Endeavor Robotics

Address: 19 Alpha Road, Chelmsford, MA 01824

Telephone Number: 978-769-9404 Fax Number: 781-960-0625

Contact Person: Laura Timmins

Qualifications

Years in business: 7 months as Endeavor and 25 years as Defense & Security of iRobot

Did you provide 3 references on the Business Reference Form? Previously submitted and no change yes no

Did you provide your SDP Plan Form #1 with required attachments? X yes no

Did you provide the Prompt Pay Discount Form (PPD)? X yes no

Technical Support: Describe staffing times available (e.g. 9am – 5pm EST), response time (e.g. within x hours), and escalation procedures. List companies Emergency off-hour contact information.

Staffing Support is available from 8:00 am to 8:00 pm EST

Response time is 24 – 48 hours

Emergency off-hours please contact: 781-430-3030

Pricing

Did you provide a catalog? yes XX no N/A % discount off catalog pricing

Did you provide a product list? XX yes no N/A % discount off product list

Website link: www.endeavorrobotics.com N/A % discount off website pricing

The hourly rate for diagnosis for repairs: \$134.00 per hour.

The hourly rate for repairs: \$134.00 per hour.

Training Charge: \$ TBD per person (*TBD at time of need if an unknown at this time*)

Please include any other charges that may apply. (Additional charges not listed here will not be compensated by DFS) Endeavor Robotics offers comprehensive support to its fielded products and customers. We have hard copy and electronic format operations Manuals

original manufacturer's warranty whichever is longer.

and include copies of any standard warranty agreements for service, if any.

Please provide the length of the manufacturer/dealer warranty for products: 12 months and 90 days for consumables.

Are extended warranties available? XX yes _____ no

Emergency response plans/preparedness

In a declared state of emergency where the safety and well being of Commonwealth citizens are at risk, vendors may be asked to supply the Department of Fire Services with the commodities and/or services under this contract on a priority basis. The Bidder's Response should include the following:

Indicate whether there is a written Continuity of Operations Plan (COOP) and describe how the company will continue to do business in case of an emergency. Endeavor Robotics has both a written Business Continuity Plan (BCP) and a Technology Recovery Plan (TRP). In case of an emergency and depending on the nature of the emergency, Endeavor will activate the relevant part (s) of its BCP and TRP for the recovery and continuity of its operations. If necessary during an emergency, the essential staff of Endeavor will report to its remote command center to coordinate the recovery effort and restore the operations affected by the emergency.

Emergency contact information: (include name, position/title, phone, email and cell phone)
Mr. Jason Chaput, Service Manager, 978-769-9354, jchaput@endeavorrobotics.com, Cell: 781-430-3030

Bidder's building location(s) that would be available to serve DFS during an emergency: _____
19 Alpha Road, Chelmsford, MA 01824

David Fullerton
(Authorized Signature)

David Fullerton
(Printed Name)

Controller
(Title or Position)

11/9/16
(Date)

On the following page, we include the product list requested by the RFR. Given prices are valid until 90 days after the due date for responses to the RFR. Some items below are eligible for purchase through the US General Services Administration.

The specified 510 PackBot (Item #PB510) is configured as follows:

Endeavor Robotics 510 PackBot Robotic System, includes Limited One (1) Year Warranty

- 510 PackBot Multi-Mission Chassis (1)
- Flipper Assembly (2)
- Payload Connector Cover (6)
- Hand Controller (2)
- Headset with Microphone (1)
- External Fire-Set Assembly for OCU, includes:
 - QuickClamp Fireset and Accessory Port
 - Code Key (1)
- Ruggedized Industrial 15" Laptop OCU (1)
- Manipulator 2.0 Arm (1)
- GPS Port Cover (GPS Antenna sold separately) (1)
- 2.4 GHz OCU Communications Package, ROM 5126 (1)
- 2.4 GHz Chassis Antenna (2)
- BB-2590/U Battery Retrofit Kit for Chassis (2)
- BB-2590/2557 Dual High Rate Charger (1)
- BB-2590 Dual Battery Charger Adapter (1)
- Aware 2 Version 6: OCU Software License (1)
- Aware 2 Version 6: Robot Software License

			Prompt Payment	Final Payment Discount
PE510	iRobot 510 PackBot Robotic System	\$118,400.30	0.5%	\$ 117,808.30
18616	Kit, Chassis, Adapter Cradle, PackBot	\$ 5,018.00	0.5%	\$ 4,992.91
4151798	BB-2590/U Lithium Battery Pack	\$ 505.54	0.5%	\$ 503.01
18567	Battery Charger Bren-Tronics 8 Bay High Rate	\$ 4,214.49	0.5%	\$ 4,193.42
18586	BB-2590/U Dual Bay, High Rate Charger	\$ 2,023.34	0.5%	\$ 2,013.22
4180644	BB-2590/U Dual Battery Charger Adapter	\$ 219.19	0.5%	\$ 218.09
4216026	BB2590 Battery Adapter for Amrel OCU	\$ 585.00	0.5%	\$ 582.08
4210202	4 Bar Gripper	\$ 1,526.00	0.5%	\$ 1,516.37
12809	Ripper Tool Bar Kit	\$ 2,160.84	0.5%	\$ 2,140.09
14065	QuickClamp Accessory Mount for Manipulator 1.0	\$ 1,802.33	0.5%	\$ 1,793.32
4425483	Outrigger Side Plate	\$ 380.00	0.5%	\$ 378.10
4311711K	User Assist Package (UAP)	\$ 10,526.32	0.5%	\$ 10,473.69
4340553K	Dual Accessory Payload Port Adapter (DAPPA)	\$ 4,738.64	0.5%	\$ 4,713.16
15088	QuickClamp Picatinny Rail Kit	\$ 340.00	0.5%	\$ 338.36
15089	Picatinny Rail Tube Mount Kit	\$ 588.72	0.5%	\$ 585.78
4182668	4.9 Ghz Communication Package for Laptop OCU	\$ 6,186.93	0.5%	\$ 6,156.00
16637	Kit, Shock Tube Initiator, w Dovetail Mnt, PackBot	\$ 1,260.88	0.5%	\$ 1,254.58
17955	Kit, PAN Disruptor Mount, PackBot EOD	\$ 2,581.00	0.5%	\$ 2,568.10
4413953	TX22 Flashlight with Picatinny Rail Mount Ring	\$ 528.92	0.5%	\$ 526.28
13971	2.4 GHz Long Range Antenna	\$ 2,629.92	0.5%	\$ 2,616.77
4356838	PackBot 4.9 GHz Mesh Radio	\$ 9,900.00	0.5%	\$ 9,850.50
4248592	4.9 GHz Patch Antenna with Pole Mount Kit	\$ 560.99	0.5%	\$ 558.19
4196154	4.9 GHz Omni Antenna with Vehicle Magnet Mount Kit	\$ 1,297.89	0.5%	\$ 1,291.40
4356819K	4.9 Standalone Node	\$ 8,000.00	0.5%	\$ 7,960.00
FL110-4.9	110 FirstLook Robot	\$ 19,800.00	0.5%	\$ 19,800.50
4335373K	FirstLook Spares Kit	\$ 783.81	0.5%	\$ 779.89
4424766K	FirstLook Manipulator Accessory	\$ 19,200.00	0.5%	\$ 19,104.00
4350233	FirstLook OCU Battery	\$ 374.00	0.5%	\$ 372.13
4326186	FirstLook RCV Battery	\$ 537.60	0.5%	\$ 534.91
4408713K	FirstLook Picatinny Rail	\$ 132.58	0.5%	\$ 131.92
4422633K-W	FirstLook WTM Thermal Camera Adapter	\$ 6,217.90	0.5%	\$ 6,186.81
4368198K	IDAC Payload	\$ 3,503.45	0.5%	\$ 3,485.93
4442828	Standalone Tripod Antenna	\$ 1,180.00	0.5%	\$ 1,174.10
4346974	710 Kobra with 2-Link Heavy Left Manipulator	\$450,000.00	0.5%	\$ 447,750.00
4243420	Kobra Battery Box	\$ 33,000.00	0.5%	\$ 32,284.35
4340859	Kobra Link-2 Accessory Mount	\$ 1,608.15	0.5%	\$ 1,600.11
4341868	Dovetail Mount for Kobra Gripper	\$ 1,519.74	0.5%	\$ 1,512.14
4454215	Kobra PAN Disruptor Mount 710	\$ 2,063.99	0.5%	\$ 2,053.67
4347151	High Back Camera	\$ 25,000.00	0.5%	\$ 24,875.00

**Please note that Discount pertains to Prompt Payment Terms: .5% Net 10

**Please note that Freight will be invoiced at actual cost on all deliveries outside of the Commonwealth

G.K. WIPRUE Increase
J. Nason
12/31/16

Lee, Cheri (POL)

From: Lee, Cheri (POL)

Attachments: StandardContractFormRobotRenewal2011.doc, SignetNew.doc

Importance: High

Good Morning Ms. Timmins,

The Department of State Police is an authorized user of the above referenced contract with Department of Fire Services. We are in need of service to our robot, but need to have our Standard Contract renewal form signed and returned. Additionally, we do not have a current Contractor Authorized Signatory form on file. If you could please complete, sign, and email back to me asap, but mail the originals ("wet ink" signatures) to my attention, to the address below.

Any questions, please feel free to contact me.

Regards,
Cheri

Cheri A. Lee

Cheri A. Lee
Procurement Manager
Massachusetts State Police
470 Worcester Road
Framingham, MA 01702
(508) 820-2148 – Ph
(508) 820-2165 – Fax
Cheri.lee@state.ma.us – Email (**please note new email address)



OPERATIONAL SERVICES DIVISION

Master Blanket Purchase Order PO-16-1021-DFS-DFS01-00000007724

Header Information

Purchase Order Number:	PO-16-1021-DFS-DFS01-00000007724	Release Number:	0	Short Description:	DFS-EOD-2014, Explosive Ordnance Device Equipment, Products and Product Support/iRobot Defense
Status:	3PS - Sent	Purchaser:	Nancy FitzGerald	Receipt Method:	Quantity
Fiscal Year:	2016	PO Type:	Blanket	Minor Status:	
Organization:	Department of Fire Services				
Department:	DFS - Finance	Location:	DFS01 - DFS-Stow	Type Code:	Non-Statewide Contract
Alternate ID:		Entered Date:	05/18/2016 01:46:18 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	No
Contact Instructions:	Nancy FitzGerald, nancy.fitzgerald@state.ma.us, 978-567-3147	Tax Rate:		Actual Cost:	\$0.00
Special Instructions:					
Agency Attachments:	EOD RFR iRobot Attachment A pricing EOD Contract User Guide iRobot executed contract Change in Contractor Identity Form iRobot Defense Holdings executed contract 2016-2018 iRobot Defense Holdings Attachment A pricing 2016-2018				
Vendor Attachments:					

Agency Attachment

Forms:

Vendor Attachment

Forms:

Vendor: 00020269 - IRobot Defense Holdings, Inc. dba Endeavor Robotics Laura Timmins 8 Crosby Drive Bedford, MA 01730 US Email: ltimmins@endeavorrobotics.com Phone: (781)430-3494 FAX: (781)960-0625	Payment Terms: Shipping Terms:	Shipping Method: Freight Terms:
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PO

Acknowledgements:	Document Purchase Order Change Order 1	Notifications Emailed to ltimmins@endeavorrobotics.com at 05/19/2016 03:19:11 PM Emailed to ltimmins@endeavorrobotics.com at 12/06/2016 10:10:42 AM	Acknowledged Date/Time 05/19/2016 03:23:48 PM
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Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
00020269	IRobot Defense Holdings, Inc. dba Endeavor Robotics	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:	05/16/2016	Master Blanket/Contract End Date:	11/30/2018
Cooperative Purchasing Allowed:	Yes		

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
1013 - Emergency Management Agency	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1014 - Department of Criminal Justice Information Services	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1015 - Municipal Police Training Committee	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1021 - Department of Fire Services	AGY - Agency Umbrella Master Control	\$0.00	\$104,795.91	\$0.00

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
1025 - Department of Correction	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1044 - Executive Office of Public Safety & Security	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
1084 - Department of State Police	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: DFS-EOD-2014, Explosive Ordnance Device: Equipment. Including, but not limited to robots, x-ray machines, x-ray equipment, explosive identification equipment, etc. 3PS - Sent

UNSPSC Code: 46-16-00
Public safety and control

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:

Print Sequence # 2.0, Item # 2: DFS-EOD-2014, Explosive Ordnance Device: Parts, Accessories, Tools and Supplies 3PS - Sent

UNSPSC Code: 46-16-00
Public safety and control

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:

Print Sequence # 3.0, Item # 3: DFS-EOD-2014, Explosive Ordnance Device: Service, Maintenance, Product 3PS -

Support, Repairs along with Skills Training

Sent

UNSPSC Code: 46-16-00

Public safety and control

Quantity	Unit	Product Description	Unit Price	Product Code	Product Name	Product Category
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Manufacturer	Brand	Model
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Make:

Packaging:

Exit

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www.periscope.com

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

1120007

Contract Manager: <u>LAURA TIMMINS</u>		Billing Address (if different):	
E-Mail: <u>sales@irobot.com</u>		Contract Manager: <u>Cheri Lee</u>	
Phone: <u>781-430-3090 3494</u>		Fax: <u>781-940-0625</u>	
E-Mail: <u>cheri.lee@pol.state.ma.us</u>		Phone: <u>508-820-2148</u>	
Contractor Vendor Code:		Fax: <u>508-820-2165</u>	
Vendor Code Address ID (e.g. "AD001"): <u>AD</u>		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: <u>DFS-EOD-2014</u>	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants R15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> Enter Amendment Amount: \$ <u> </u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u> </u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>5</u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>FY2016 Robotic systems per specifications in RFR and bidders response.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u>15</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>11/30</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor-Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Gregory Garner</u> Date: <u>9 July 2015</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Gregory Garner</u> Print Title: <u>Senior Contracts Manager</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Maribel Fournier</u> Date: <u>7/23/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Maribel Fournier</u> Print Title: <u>Deputy Chief Administrative Officer</u>	



8 Crosby Drive
Bedford MA 01730

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

Quotation

Federal ID # 77-0259335

Quote Name: 20140806-6224-1

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

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	21-JUL-2015	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
1	FL110-4.9	iRobot 110 FirstLook Robotic System includes One (1) Year Warranty - Chassis with Flippers (1) with Built-in Cameras with IR Illumination - Ruggedized Heads-Down Controller (1) Integrated Lithium Ion Battery - Single Charger for Controller and Chassis (1) - 4.9 GHz Communication Package (1) Mesh Radio 2-way Audio - Headset with Microphone (1) - Aware 2: OCU Software License (1) - Aware 2: Robot Software License (1) - Transit Case(s) and Documentation (1)	\$17,500.00	\$17,500.00
1	4311711K	User-Assist Package (UAP)	\$10,526.32	\$10,526.32
1	4340553K	Dual Accessory Adapter Payload (DAPPA)	\$4,736.84	\$4,736.84
1	4356819K	Mesh Independent Node (4.9GHz)	\$8,000.00	\$8,000.00
<p>NOTES:</p> <p>This quotation is subject to iRobot's standard terms and conditions of sale, which are incorporated herein by reference.</p> <p>Please note, the User Assist Package (UAP) does not include associated map data, customers are responsible for the loading specific map data.</p> <p>Upgrades are required to use some of the equipment in this quote.</p> <p>The PackBot will also require an upgrade to Aware 2 Version 5 software and the CommSelect radio will be upgraded to mesh radio. These upgrades will be provided free of charge at iRobot Headquarters in Bedford, MA. This upgrade includes:</p> <ul style="list-style-type: none"> *Custom preset poses *Grip strength meter *Hot keys *Improved shift key controls *Ability to use Mesh radio, UAP, and other accessories being developed on latest software version <p>Products described herein may require US Government authorization for export purposes. The use, sale, re-export, delivery or retransfer, directly or indirectly, of iRobot products and technology is subject to and contingent upon compliance with U.S. Export Regulations. Please see link for additional information regarding requirements for placing an order.</p>				



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rahern@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	21-JUL-2015	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>www.irobot.com/GIInternationalGroundRobotOrders</p> <p>FirstLook system contains a small lithium ion battery pack and shipping needs to meet DOT and IATA regulations.</p> <p>Should this offer be communicated to a contractor for the U.S. Government, other Government, or third-party end customer such as a prime contractor, the contractor agrees to incorporate this Quotation or the software licensing terms below, either directly or by reference, in any prime contract receiving Products under this Quotation.</p> <p>Any offered uPoint™ Multi-Robot Control System (includes COTS tablet with uPoint application and R2N Ground Controller Radio), PackBot®, FirstLook®, and/or Kobra™ Products, and any upgrades thereto, ("Products") incorporates Commercial Computer Software ("COTS Software"), including Aware® 2 Robot Intelligence Software and/or uPoint™ Multi-Robot Control Computer Software. Upon issuing a purchase order or contract for the offered Products, the U.S. Government's rights in the COTS Software are determined by DFARS §227.7202-1 (a) and/or (b). The Government's rights are as enumerated in FAR 52.227-19, as follows:</p> <p>Commercial Computer Software License</p> <p>(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (2) of this clause or as expressly stated otherwise in this contract.</p> <p>(2) The commercial computer software may be—</p> <p>(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;</p> <p>(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;</p> <p>(iii) Reproduced for safekeeping (archives) or backup purposes;</p> <p>(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;</p> <p>(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and</p> <p>(vi) Used or copied for use with a replacement computer.</p> <p>A customer who is not the U.S. Government ("Customer") shall receive the same rights granted to the U.S. Government enumerated in the above Commercial Computer Software License.</p> <p>By issuing a contract or purchase order for the Product(s), the Customer</p>		



8 Crosby Drive
Bedford MA 01730

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United States
Attn: Bob Ahern
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raherb@massport.com

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Massachusetts Port Authority	21-JUL-2015	Subject to Credit Check	Kamila Blain	22 - 24 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>will be authorizing the enumerated number of copies of the COTS Software (in most cases, one copy for each chassis and one copy for each OCU).</p> <p>Base tool software ("Base Tools"), including open source and commercial software, as well as software subject to a Defense Federal Acquisition Regulations Supplement (DFAR) §252.227-7017 data rights assertion table ("DRT") (DRT applicable only to U.S. Government) are also being provided. The Customer's rights in such Base Tools and software listed on the DRT are located at www.irobot.com/AWARE-Licenses, and/or form attachment(s) to this Quotation (entitled APPENDIX A AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES), and are expressly incorporated herein by reference. Creation of a Base Tools license for the uPoint™ Multi-Robot Control Computer Software is ongoing and will be completed and provided to the Customer prior to delivery of the Products.</p>		

Authorized Signature

Sub Total: \$40,763.16
Freight Total: \$66.00
Sales Tax: \$0.00
Grand Total: \$40,829.16
Currency: USD

Important Notes:

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

BASE TOOLS LICENSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Twelve (12) Months Limited Warranty

This iRobot 110 FirstLook® brand product (the “Product”), including operator control unit, battery charger, and/or other accessories, as supplied and distributed by iRobot Corporation, and delivered new, in the original carton to the original purchaser, is warranted by iRobot Corporation against manufacturing defects in materials and workmanship for a period of twelve (12) months from the date of customer acceptance or deemed acceptance.

This warranty does not cover damage to a part or parts of the system resulting from improper installation or incidental damages during the removal and replacement of a defective part. Equipment is returned to iRobot’s authorized service center at customer expense; however, this warranty does cover return shipping to the customer for warranty repairs. Warranty repairs must be performed by an iRobot Corporation authorized service center.

Within the warranty period, iRobot Corporation will repair or replace this Product, including labor, at our sole option and at no charge with new or reconditioned parts, if found to be defective during the limited warranty period specified. iRobot will provide access to any new software revisions that address bugs in the software; if during the period the Licensee encounters a critical defect in the software that prevents the use of the system, and there is not a workaround for the issue, then iRobot will work with the Licensee to correct the defect. iRobot Corporation does not warrant uninterrupted or error-free operation of the Product. All replaced parts and Products become the property of iRobot Corporation and must be returned to iRobot. Replacement parts and Products assume the remaining original warranty or sixty (60) days, whichever is longer.

This limited warranty does not cover wear and tear encountered in normal use of this Product and shall not apply to the following, including, but not limited to: damage which occurs in shipment; applications and uses for which this Product was not intended (harsh use, crushing, submersion or high-pressure water); failures or problems that are caused by products or equipment not supplied by iRobot Corporation; accidents, misuse, abuse, neglect, misapplication, fire, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper installation; Product alteration or modification; improper or unauthorized repair; exterior finish or cosmetic damage; Product with altered serial numbers; failure to follow operating instructions, customer adjustments, maintenance and environmental instructions that are covered and prescribed in the instruction book; destruction due to explosives; use of non-iRobot or unauthorized parts, supplies, accessories or equipment which damage this Product or result in service problems; failures or problems due to incompatibility with other equipment. Opening the body of the robot or accessory casing voids all warranties. There are no user-serviceable parts inside the body of the robot.

Consumable Items Warranty

Items such as the iRobot FirstLook® tracks, flippers, wheels, a consumable. The limited warranty for labor and parts on consumables is ninety (90) calendar days.

Problems within the Warranty Period

To make a warranty claim, contact iRobot Government & Industrial Department by sending an email to gisupport@irobot.com or call +1 781 430-1111 for technical support. Provide the technical support representative with the product serial number and obtain a service request (SR) number and instructions for shipping to a repair facility.

Non-Warranty Repairs

When non-warranty repairs, such as damage, are requested, contact iRobot Government & Industrial Department for an SR Number. The customer is responsible for the cost of non-warranty repairs. Upon receipt of the equipment, an evaluation will be performed and a Repair Estimate will be forwarded to the Customer for Review. Prior to non-warranty repair work being initiated, a Purchase Order or other method of payment will need to be provided by the Customer. The limited warranty on non-warranty repairs for labor and parts is sixty (60) calendar days.

Warranty Details (all items)

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON iROBOT CORPORATION. iROBOT CORPORATION SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF iROBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST iROBOT CORPORATION BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY iROBOT CORPORATION AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY OR LOSS, DAMAGE, OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT SOLD BY iROBOT CORPORATION NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF iROBOT CORPORATION. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE, AND STATES YOUR EXCLUSIVE REMEDY.

For the sale of Products made to Customers within the United States, note that some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

iRobot and Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (or its successor) shall not apply to this Warranty.