**SERIAL 10030 SS IROBOT PACKBOT 510**

**DATE OF LAST REVISION: June 23, 2010 CONTRACT END DATE: June 30, 2013**

**CONTRACT PERIOD BEGINNING JUNE 23, 2010**
**ENDING JUNE 30, 2013**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **IROBOT PACKBOT 510**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Sheriff's Office C-50-10-116-3-01. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2572301.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

# SOLE SOURCE CONTRACT

**SERIAL 10030-SS**

This Contract is entered into the 23rd day of June 2010 by and between Maricopa County (County), a political subdivision of the State of Arizona and iRobot, a Delaware corporation (Contractor), for the purchase of an iRobot PackBot 510 Robotic System.

## 1.0 TERM:

1.1 This Contract is for a term of THREE (3) years beginning on the 23rd day of June, 2010 and ending the 30th day of June, 2013.

1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of THREE (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

## 2.0 INVOICES AND PAYMENTS:

2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Contract Item number(s)
- Description of services
- Pricing per unit of service
- Extended price
- Total Amount Due

2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss

remittance delivery capabilities with their designated financial institution for access to those details.

## 3.0 TAX: (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

## 4.0 TAX: (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County.

## 5.0 TERMS & CONDITIONS:

### 5.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, resulting from the gross negligent or willful acts, errors, omissions or mistakes relating to the performance of this Contract caused by the Contractor. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is from any gross negligent or willful acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. However, in no event shall Contractor claims, damages, loss and expenses include consequential, indirect, punitive or multiple damages and in no event shall Contractor's liability, in the aggregate, exceed three (3) times the total of the purchase price in Exhibit A ("Pricing").

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### 5.2 INSURANCE REQUIREMENTS:

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment

of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS**

**REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.3 **ACCEPTANCE:**

Inspection and acceptance shall be made within seven (7) business days of County receipt of goods. If such acceptance does not occur, Contractor shall assume acceptance, unless indicated otherwise by County.

5.4 **PROCUREMENT CARD ORDERING**:

The County may determine to use a MasterCard to place and/or make payment for orders under the Contract.

5.5 **INTERNET COMMUNICATIONS AND ORDERING**:

Both parties may, at their option, use the Internet to communicate and to place and accept or reject orders under this Contract.

5.6 **NOTICES**:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

iRobot Corporation
Contracts Department Attn: Laura Timmins
8 Crosby Dr. MS 10-1
Bedford, MA 01730

5.7 **PRICE ADJUSTMENTS:**

Contractor makes no representation as to the pricing of deliverables for purchases subsequent to that set out in Exhibit A. For the avoidance of doubt, Contractor does not guarantee the future availability of the deliverables at the prices set out in Exhibit A**.**

5.8 **TERMINATION FOR CONVENIENCE**:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, relevant documents, data and reports prepared by the Contractor under the Contract shall be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.9 **TERMINATION FOR DEFAULT**:

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, and relevant materials, documents, data and reports prepared by the Contractor under the Contract shall be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.10 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.11 **OFFSET FOR DAMAGES**:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.12 **ADDITIONS/DELETIONS OF SERVICE**:

The County reserves the right to add and/or delete products and/or services to be provided under this Contract upon such terms as the parties may agree.. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.13 **RELATIONSHIPS**:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.14 **SUBCONTRACTING**:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

5.15 **AMENDMENTS**:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

5.16 **RETENTION OF RECORDS**:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors shall have full access to, and the right to examine, copy and make use of, any and all said documents.

5.17 **AUDIT DISALLOWANCES**:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.18 **ALTERNATIVE DISPUTE RESOLUTION**:

5.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.18.1.1 Render a decision;

5.18.1.2 Notify the parties that the exhibits are available for retrieval; and

5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for reasonable attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18.4 Nothing in this Contract will in any way restrict, limit or interfere with the right of either party to seek injunctive relief.

5.19 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**:

5.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.20 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN**:

5.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.21 **AVAILABILITY OF FUNDS**:

5.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

5.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.22 **CONTRACT COMPLIANCE MONITORING**:

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall, upon prior written request, make available the factory acceptance test for the deliverables under this contract.

5.22.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

5.22.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.22.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.22.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

5.22.2.2 Terminate the Contract for default.

5.23 **STRICT COMPLIANCE**:

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

5.24 **SEVERABILITY**:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.25 **RIGHTS IN DATA**:

The County shall have the use of all data, reports, manual, training and\or maintenance manuals delivered under the Contract. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. Except as expressly provided in Exhibit B, the County shall have no right, title, express or implied license or other interest in any iRobot intellectual property.

5.26 **INTEGRATION**:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.27 **GOVERNING LAW**:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

5.28 **PRICES**:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other state or its other political subdivision for these or similar services.

5.29 **CONTRACTOR LICENSE REQUIREMENT**:

5.29.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.29.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.30 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**:

5.30.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.30.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.30.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.30.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.30.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.31 **ORDER OF PRECEDENCE**:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except the Contractor's license agreement shall prevail where it pertains to the use of the Contractor's product.

5.32 **INCORPORATION OF DOCUMENTS**:

The following are to be attached to and made part of this Contract:

5.32.1 Exhibit A, Pricing
5.32.2 Exhibit B, Software License Agreement
5.32.3 Exhibit C, Warranty Terms and Conditions

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**iRobot Corporation**

Judith Blinn
AUTHORIZED SIGNATURE

Judith Blinn, Director of Contracts
iRobot Corporation
8 Crosby Drive
Bedford, MA 01730

25 June 2010
DATE

**MARICOPA COUNTY**

CHAIRMAN, BOARD OF SUPERVISORS

JUL 28 2010
~~JUL 0 9 2010~~
DATE

**ATTESTED:**

CLERK OF THE BOARD

JUL 28 2010
~~July 9, 2010~~
DATE

**APPROVED AS TO FORM:**

LEGAL COUNSEL

July 2 2010
DATE

# EXHIBIT A
# PRICING

SERIAL: 10030-SS
NIGP CODE:
RESPONDENT NAME: iRobot Corporation
VENDOR NUMBER :
ADDRESS: 8 Crosby Drive
Bedford, MA 01730
P.O. ADDRESS:
TELEPHONE NUMBER: 781-430-3494
FACSIMILY NUMBER: 781-960-0625
WEB SITE: www.irobot.com
REPRESENTATIVE: Laura Timmins
REPRESENTATIVE E-MAIL: ltimmins@irobot.com

| | YES | NO | REBATE |
|---|---|---|---|
| WILL ONLY ALLOW OTHER ARIZONA GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | [ X ] | [] | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | [ ] | [X] | |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card) | [ ] | [X] | % |

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

| | | |
|---|---|---|
| [ ] NET 10 DAYS | [ ] NET 45 DAYS | [ ] 1% 10 DAYS NET 30 DAYS |
| [ ] NET 15 DAYS | [ ] NET 60 DAYS | [ ] 2% 30 DAYS NET 31 DAYS |
| [ ] NET 20 DAYS | [ ] NET 90 DAYS | [ ] 1% 30 DAYS NET 31 DAYS |
| [ X ] NET 30 DAYS | [ ] 2% 10 DAYS NET 30 DAYS | [ ] 5% 30 DAYS NET 31 DAYS |

| Quantity | Item | Description | Unit Price | Extension |
|---|---|---|---|---|
| 2 | PB510 | iRobot 510 PackBot Robotic System<br>includes Limited One (1) Year Warranty<br>Transit Case(s) and Documentation (1)<br>- Flipper Assembly (2)<br>- 510 PackBot Chassis (1)<br>- Payload Connector Cover (6)<br>- BB-2590/U Battery Retrofit Kit for Chassis (2)<br>- BB-2590/U Dual Bay, High Rate Charger (1)<br>- BB-2590/U Lithium Battery Pack (4)<br>- BB-2590/U Dual Battery Charger Adapter (1)<br>- Manipulator 1.0 Arm (1)<br>- Long Range 2.4GHz Standalone Antenna Kit (1)<br>- 2.4 GHz Communications Package (Laptop) (1)<br>- Fiber Optic Spooler: OCU & Robot Comms Package (1) | $127,616.00 | $255,232.00 |

- GPS Port Cover (GPS Antenna sold separately) (1)
- 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)
- QuickClamp Accessory Mount for Manipulator 1.0 (1)
- Laptop OCU Software (1)
- Aware 2.0 Robot Software License (1)

| | | | | |
|---|---|---|---|---|
| 2 | 17955 | Kit,PAN Disrupter Mount,PackBot EOD | $ 1,900.00 | $ 3,800.00 |
| 2 | 16637 | Kit,Shock Tube Initiator,w Dovetail Mnt,PackBot | $ 980.00 | $ 1,960.00 |
| 2 | 4210202 | Kit, Gripper, 4 Bar, PackBot | $ 1,490.00 | $ 2,980.00 |

| | |
|---|---|
| Subtotal: | $263,972.00 |
| Freight: | $788.00 |
| Grand Total: | $264,760.00 |

Shipping is 12-14 weeks ARO

# EXHIBIT B
# Software License Agreement

1.0 License Grant

1.1 Licensor hereby grants to Licensee a nonexclusive, nontransferable license, without right to sublicense, to use Aware™ 2.0 Robot Intelligence Software, including but not limited to object code, interpreted or compiled scripts, associated media, printed materials or other documentation (collectively "Licensed Software") for the term of this Agreement subject to the provisions contained herein. No license, express or implied, is granted except as provided herein.

1.2 Licensee may use the Licensed Software only on the robot, Operator Control Unit (OCU) and/or payload hardware upon which the Aware™ 2.0 Robot Intelligence Software is installed, and use of the Licensed Software is limited to the operation of robot, OCU and/or payload hardware with Aware™ 2.0 Robot Intelligence Software installed thereon.

1.3 Any reference to sale or purchase notwithstanding, title to the Licensed Software and all copies thereof shall be and remain in Licensor, and no title to or ownership of the Licensed Software or any portion thereof is conveyed or transferred to the Licensee. Licensee acknowledges that the Licensed Software constitutes confidential and proprietary information and trade secrets of Licensor, whether or not the Licensed Software, or any portion thereof are or may be copyrighted or copyrightable and/or patented or patentable, and that disclosure of the Licensed Software to Licensee is on the basis of the confidential relationship between the Licensee and the Licensor under this Agreement. This obligation survives termination of this Agreement.

2.0 Limitations on Use

2.1 The Licensee's use and disclosure of the Licensed Software is restricted solely to employees of the Licensee.

2.2 Licensee shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Licensed Software, or its structural framework; or (ii) to use the Licensed Software in whole or in part for any purpose except as expressly provided under this Agreement.

2.3 Licensee may not grant any sublicenses or assign any of its rights under this Agreement without prior written consent of Licensor, which Licensor may withhold in its sole discretion. Moreover, Licensee may not rent, lease or lend the Licensed Software.

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# EXHIBIT C
# Warranty Terms and Conditions

1.0 This iRobot PackBot® brand 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 customer purchaser, is warranted by iRobot Corporation against manufacturing defects in materials and workmanship for the qualifying limited warranty period as follows. *One Year (or 250 Hours of Operation) Labor and Parts (Excludes Consumables, see Consumable Item Warranty Below).*

2.0 This limited warranty for labor and parts begins on the original date of purchase and extends for one year or for 250 hours of operation, whichever comes first.

3.0 It does not include installation, removal, or reinstallation. However, this warranty does cover return domestic shipping via US Postal Service for warranty repairs. (If faster delivery is required, you may upgrade the shipping service by providing an account number, credit card or purchase order. Customs charges and duties are not covered.) Warranty repairs must be performed by iRobot Corporation's authorized service center.

4.0 iRobot Corporation will repair or replace this product, at our option and at no charge with new or reconditioned parts, if found to be defective during the limited warranty period specified above. To request service, the purchaser must contact iRobot Corporation for problem determination and service procedures. 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.

5.0 This limited warranty covers manufacturing defects in materials and workmanship 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, and so forth); 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.

6.0 Consumable Item Warranty

6.1 Items such as the iRobot PackBot batteries, tracks, optical fiber, and CMD spool twisted pair wire are considered consumable. The limited warranty for labor and parts on consumables begins on the original date of purchase and extends for ninety (90) days.

6.2 It does not include installation, removal, or reinstallation. However, this warranty does cover return domestic shipping via US Postal Service for warranty repairs. (If faster delivery is required, you may upgrade the shipping service by providing an account number, credit card or purchase order. Customs charges and duties are not covered.) Warranty repairs must be performed by iRobot Corporation's authorized service center.

6.3 iRobot Corporation will repair or replace these items, at our option and at no charge with new or reconditioned parts if found to be defective during the limited warranty period specified above. To request service, the purchaser must contact iRobot Corporation for problem determination and service procedures. iRobot Corporation does not warrant uninterrupted or error-free operation of the product. All replaced consumable items become the property of iRobot Corporation and must be returned to iRobot. Replacement consumable items assume the remaining original warranty, or sixty (60) days, whichever is longer.

7.0 This limited warranty covers manufacturing defects in materials and workmanship encountered in normal use of these consumable items 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, and so forth); 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; alteration or modification; improper or unauthorized repair; exterior finish or cosmetic damage; batteries 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 these items or result in service problems; failures or problems due to incompatibility with other equipment. Opening the body of a battery casing voids all warranties. There are no user-serviceable parts inside the battery.

7.1 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.

8.0 Problems Within Warranty Period

8.1 If you have a problem with your robot, refer to the “Troubleshooting” section of your product Operator or Maintenance Manual. If you still have a problem, send email to PackBot-support@irobot.com or call 781-418-3030 for technical support. Be prepared to have the model and serial number of the robot you are working with. If the problem cannot be resolved over the phone, the item is normally returned to iRobot for service. Obtain a return merchandise authorization number (RMA#) from the Government and Industrial Logistics Department representative, make sure it is clearly visible on the outside of the package, and return it to iRobot Corporation, 63 South Avenue, Burlington, MA 01803-4903.

**SERIAL 10030-SS**

**IROBOT CORPORATION, 8 CROSBY DRIVE MS 10-1, BEDFORD, MA 01730**

PRICING SHEET: NIGP CODE 2572301

| | |
|---|---|
| Terms: | NET 30 |
| Vendor Number: | W000017405 X |
| Telephone Number: | 781/430-3000 |
| Fax Number: | 781/430-3001 |
| Contact Person: | Laura Timmins |
| E-mail Address: | ltimmins@irobot.com |
| Certificates of Insurance | Required |
| Contract Period: | To cover the period ending **June 30, 2013.** |