



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 7, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM, DEPUTY DIRECTOR  
GOVERNMENT SUPPORT SERVICES

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSA13013-ROBOT**  
**Bomb Disposal and Hazardous Material Protective and Detective Equipment**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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- a. This is not a mandatory use contract under Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.
- b. 29 Del. C. § 6935 authorizes Government Support Services to enter into contracts which will enable agencies and local governments to purchase materiel at prices approved by the General Services Administration. This agreement is consistent with GSA's authorization to allow state governments to purchase under their Cooperative Purchasing program.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid November 8, 2015.

### **3. VENDORS**

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GSA Contract GS-07F-9221S  
FSF ID: 0000007618  
iRobot Corporation  
8 Crosby Dr  
Bedford, MA 01730-1402  
Contact: Kamila Dziechciarz or Alan MacEachern  
Phone: 774-230-7260 or 781-430-3699  
Email: [kamila@irobot.com](mailto:kamila@irobot.com) or [amaceachern@irobot.com](mailto:amaceachern@irobot.com)  
Website: [www.irobot.com](http://www.irobot.com)

### **4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

### **5. PRICING**

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Prices will remain firm for the term of the contract year.

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**7. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. ORDERING PROCEDURE**

Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**10. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**11. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**12. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **13. COMERCIAL COMPUTER SOFTWARE LICENSE**

- a. The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by GOVERNMENT SUPPORT SERVICES or the STATE OF DELAWARE ("Licensee") except as provided in paragraph B of this clause or as expressly stated otherwise in this contract.
- b. 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 Licensee 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.

By issuing a contract or purchase order for the Product(s), Licensee 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, is also being provided. Licensee's rights in such Base Tools are located at [www.irobot.com/AWARE-Licenses](http://www.irobot.com/AWARE-Licenses) (entitled APPENDIX A AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES), (*sorted by Product*) and are expressly incorporated herein by reference.

### **14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor.

Award Notice  
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The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.