

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400264

**PRINT DATE:** 12/10/15

**PAGE:** 01

|  |   |
|--|---|
| <b>SHIP TO:</b><br><br>AS SPECIFIED ON INDIVIDUAL ORDERS   |   |
| <b>VENDOR ID:</b><br>KRATOS PUBLIC SAFETY & SECURITY SOLUTION<br>7020 TROY HILL DR<br><br>ELKRIDGE, MD 21075<br>(410 )379-2748 | <b>REFER QUESTIONS TO:</b><br><br>NANCY HEVEY<br>(410 )767-4045<br>NANCY.HEVEY@MARYLAND.GOV |
| <b>ITB:</b>  | <b>EXPR DATE:</b> 05/25/16<br><b>POST DATE:</b> 11/24/15                                    |
| <b>DISCOUNT TERMS:</b> . NET 30 DAY<br><b>CONTRACT AMOUNT:</b> .00   |   |

**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

0001            68002-000001            FT

SECURITY ACCESS SYSTEM

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STATEWIDE SECURITY EQUIPMENT CONTRACT. AGENCIES HAVE THE OPTION TO UTILIZE.

TO PROVIDE IDENTIFICATION CARD, ACCESS ENTRY AND VIDEO CAMERA MONITORING SYSTEM FOR THE DEPARTMENT OF GENERAL SERVICES, FOR A PERIOD OF SIX (6) MONTHS BEGINNING NOVEMBER 25, 2015 THROUGH MAY 25, 2016 IN ACCORDANCE WITH THE TERMS, CONDITIONS AND COST.

STATE RESERVE THE UNILATERAL RIGHT TO EXTEND THE TERM OF THE CONTRACT FOR SIX (6) ADDITIONAL SUCCESSIVE ONE (1) MONTH TERM AT THE AGREED TERMS, CONDITIONS, SPECIFICATIONS AND FIXED UNIT COSTS.

UPON REQUEST BY STATE AGENCIES, THE CONTRACTOR WILL PROVIDE STATE AGENCIES WITH QUOTES IN ACCORDANCE WITH THE FIXED UNIT COSTS OF THE CONTRACT. UPON RECEIPT OF THE STATE AGENCY PURCHASE ORDER AND NOTICE TO PROCEED BY STATE AGENCY THE CONTRACTOR WILL PROVIDED ALL WORK AND

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| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
|---------------|----------------------|------------|------------------|

ITEMS IN ACCORDANCE WITH THE CONTRACT.

TASK CATEGORIES:

YEAR 1

|   |            |
|---|------------|
| IDENTIFICATION CARDS (BLANK STOCK)            | \$4.15     |
| HOLOGRAM PER CARD (MATERIAL, SHIPPING, LABOR) | \$0.95     |
| ID BADGE PRINTER COLOR RIBBON                 | \$138.00   |
| ID BADGE PRINTER AND LAMINATOR                | \$6,792.00 |
| HOLOGRAPHIC ORIGINATION FEE                   | \$7,250.00 |
| PROX CARD READER                              | \$409.00   |
| PROX CARD READER WITH KEYPAD                  | \$517.17   |
| DATABASE SYSTEM WITH MICROSOFT SQL            | \$3,103.00 |
| CARD READER LICENSE                           | \$148.00   |
| EMERGENCY BACK-UP SYSTEM                      | \$389.00   |
| ALARM AND MONITOR PANEL                       | \$685.00   |
| MAGNETIC DOOR LOCK                            | \$665.00   |
| ACCESS CONTROL PANEL (WITH LAN CONNECTIVITY)  | \$1,650.00 |
| AUDIO DOOR INTERCOM STATION                   | \$222.00   |
| REMOTE AND INSTALLATION HARDWARE FOR CAMERA   | \$369.00   |
| MONITOR FOR CAMERA - 19"                      | \$544.00   |
| TRAINING                                      | \$788.00   |
| OUTDOOR RATED ENCLOSURE 24X24                 | \$655.00   |
| DIAGNOSTIC INSPECTION LABOR RATE              | \$100.00   |

ANY TASKS MISSED PROVIDE TASK/UNIT PRICING:

|                                      |            |
|--------------------------------------|------------|
| REX -PASSIVE INFARED DETECTOR        | \$320.00   |
| ALARM CONTACT                        | \$212.00   |
| POWER SUPPLY FOR MAGNETIC DOOR LOCKS | \$665.00   |
| ADDITIONAL COMPONENTS:               |            |
| ACCESS CONTROL PANEL - 16 READERS    | \$3,029.00 |
| RAM MEMORY FOR ACCESS CONTROL PANEL  | \$575.00   |
| ELECTRIC STRIKE                      | \$640.00   |

REDUNDANT/DISASTER RECOVERY SOFTWARE

TBD

CCTV EQUIPMENT:

|  |            |
|--|------------|
| CAMERA - FIXED INDOOR DOME - ANALOG                | \$680.00   |
| CAMERA - FIXED OUTDOOR - ANALOG                    | \$764.00   |
| CAMERA - FIXED IP MEGA-PIXEL INDOOR DOME           | \$1,059.00 |
| CAMERA - FIXED MEGA-PIXEL OUTDOOR DOME             | \$1,502.00 |
| CAMERA - PTZ INDOOR/OUTDOOR - ANALOG               | \$3,226.00 |
| CAMERA - PTZ/IP MEGA-PIXEL-PIXEL INDOOR/OUTDOOR    | \$4,014.00 |
| IP CAMERA ENTERPRISE SOFTWARE                      | \$3,694.00 |
| IP CAMERA LICENSE (PER CAMERA)                     | \$295.00   |
| DIGITAL VIDEO RECORDER (DVR) 16 CAMERA INPUTS, 1TB | \$4,309.00 |

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| <u>LINE #</u> | <u>STATE ITEM ID</u>                                 | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|--|------------|------------------|
|               | DIGITAL VIDEO RECORDER (DVR) 16 CAMERA INPUTS, 2TB   |            | \$5,171.00       |
|               | MEDIA CONVERTER                                      |            | \$542.00         |
|               | COAX TO IP CONVERTER                                 |            | \$261.00         |
|               | COAX TO IP CONVERTER -16 CHANNEL RECEIVER            |            | \$3,201.00       |
|               | NETWORK SWITCH 24 PORT                               |            | \$2,462.00       |
|               | NETWORK FIBER MODULE                                 |            | \$172.00         |
|               | HAND GEOMETRY READER                                 |            | \$1,748.00       |
|               | FINGERPRINT READER                                   |            | \$1,551.00       |
|               | READER WITH LOCK ASSEMBLY                            |            | \$1,650.00       |
|               | DOOR INTERACE MODULE-SINGLE READER                   |            | \$586.00         |
|               | DOOR INTERFACE - DUAL READER                         |            | \$980.00         |
|               | CONTROL PANEL INTERFACE MODULE FOR 16 WIRELESS LOCKS |            | \$1,256.00       |
|               | CABLE/MISC:  |            |                  |
|               | CENTRAL STATION ALARM MONITORING - MONTHLY CHARGE    |            | \$48.00          |
|               | CABLE - CARDREADER 1000 FT                           |            | \$1,039.00       |
|               | CABLE - ALARM 1000 FT                                |            | \$990.00         |
|               | CABLE - ELECTRIC LOCK 1000 FT                        |            | \$1,162.00       |
|               | CABLE - CCTV 1000 FT                                 |            | \$1,428.00       |
|               | CABLE - FIBER 6 CONDUCTOR MULTI-MODE 1000 FT         |            | \$1,625.00       |
|               | INTERCOM MASTER STATION/VIDEO AND AUDIO              |            | \$1,428.00       |
|               | AUDIO/VIDEO INTERCOM DOOR UNIT                       |            | \$1,010.00       |
|               | READER WITH LOCK ASSEMBLY NETWORKED                  |            | \$1,453.00       |
|               | MOTION DETECTOR                                      |            | \$276.00         |
|               | GLASSBREAK DETECTOR                                  |            | \$256.00         |
|               | WIRELESS PANIC BUTTON                                |            | \$55.00          |
|               | WIRELESS RECEIVER                                    |            | \$345.00         |
|               | WIRELESS REPEATER                                    |            | \$300.00         |
|               | CONDUIT 1 STICK                                      |            | \$64.00          |
|               | SERVERS AND WORKSTATIONS:                            |            |                  |
|               | ACCESS CONTROL SERVER 12TB                           |            | \$3201.00        |
|               | IP VIDEO SERVER 12TB                                 |            | \$8840.00        |
|               | WORKSTATION  |            | \$2930.00        |
|               | RELEASE BUTTON - PNEUMATIC                           |            | \$389.00         |
|               | PROGRAM FEE - PROJECT EXCEEDING 25,000.00 IN VALUE   |            | \$1,500.00       |
|               | HOLOGRAPHIC ORIGINATION FEE                          |            | \$7,250.00       |

NOTE: ALL COMMODITY UNIT PRICES LISTED ABOVE INCLUDE ITEM AS DESCRIBED AND THE LABOR TO INSTALL, PROGRAM AND TEST THE ITEM. FURTHER, THE UNIT PRICE INCLUDES AND ALL INCLUSIVE 2 YEARS ONSITE PARTS AND LABOR WARRANTY FOR THE ITEM.

FREIGHT CHARGES ARE INCLUDED IN THE UNIT PRICES LISTED ABOVE.

END OF ITEM LIST

**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

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**TERMS (cont'd):**

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE

## ATTACHMENT A – CONTRACT

### Indefinite Quantity Contract

#### Security Equipment for Maryland Agencies Statewide

BPO No. 001B6400264

THIS CONTRACT (the "Contract") is made this 27<sup>th</sup> day of November, 2015 by and between Kratos Public Safety and Security Solutions, Inc. (Kratos) and the STATE OF MARYLAND, acting through the Department of General Services (Department).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

#### 1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "COMAR" means Code of Maryland Regulations.
  - 1.2 "Contract Monitor" means the Agency Designee under any Purchase Order executed under the Blanket Purchase Order.
  - 1.3 "Contractor" means Kratos Public Safety and Security Solutions, Inc. (Kratos) whose principal business address is 4820 Eastgate Mall, Suite 200, San Diego, CA 921211 and whose principal office in Maryland is 7020 Troy Hill Drive, Elkridge MD 21075.
  - 1.4 "Department" means the Department of General Services.
  - 1.5 "Financial Proposal" means the Contractor' Best and Final Offer Financial Proposal dated November 19<sup>th</sup> 2015.
  - 1.6 "Indefinite Quantity Contract" means a contract for an indefinite amount of goods or labor to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type.
  - 1.7 "Procurement Officer" means Nancy Hevey, the Department employee, identified as the Procurement Officer.
  - 1.8 "State" means the State of Maryland.
  - 1.9 "State Agency" means any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundation, fund, department, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the State government and includes any subunit within any of these units.
- #### 2. Scope of Contract
- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract. Specifically, the Contractor will provide all items listed on Financial Proposal, dated November 19<sup>th</sup> 2015. All equipment will be provided at no additional cost for installation, program and tests to guarantee full operation and an all-inclusive two (2) year onsite parts and

**4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the State Agencies shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on Exhibit B. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$3,000,000.00 for the six (6) month term. Payment will be in accordance with all unit costs of the Exhibit B, dated November 19, 2015.
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the State Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the State Agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is 33-089680852. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the State Agency is not evidence that services were rendered as required under this Contract.
- 4.45 Contractor's eMarylandMarketplace vendor ID number is 00004597.

**5. Rights to Records**

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the

against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **8. Confidential or Proprietary Information and Documentation**

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

- 8.2 This Section 8 shall survive expiration or termination of this Contract.

## **9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **13. Maryland Law**

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or

Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

**19. Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

**25. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**26. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**31. Prompt Pay Requirements**

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- a. Not process further payments to the contractor until payment to the subcontractor is verified;
- b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - i. Terminate the contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

**32. Liquidated Damages (Non Applicable)**

- 32.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 32.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$150.00 per day until the monthly report is submitted as required.

301 W Preston Street  
Baltimore, MD 21201

If to the Contractor: Tobe Henry  
Sales Account Manager  
7020 Troy Hill Drive  
Elkridge, MA 21075

**36. Miscellaneous**

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 36.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR  
KRATOS PUBLIC SAFETY & SECURITY  
SOLUTIONS, INC.

STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES

M. J. W. F.

By: Michael Fink  
Vice President of Contracts

Nancy I Hevey 11-24-15

By: Nancy I Hevey  
Director, Procurement and Logistics

11.19.2015  
Date

Or designee:  
\_\_\_\_\_  
\_\_\_\_\_

Kratos Public Safety Security Solutions, Inc.  
State of Maryland  
Department of General Services  
**Identification Card, Access Entry and Video Camera Monitoring System**  
Blanket Purchase Agreement NO: 001B6400264

| No. | Department of General Services<br>Commodity Price List - 11-17-15 |                   |                                |                                |
|-----|---|-------------------|--------------------------------|--------------------------------|
|     |   | Current BPO Price | New Commodity Unit Price       | Discounted Unit Price          |
| 1   | Identification Cards (Blank Stock) or Keyfobs                     | 4.15              | \$4.50                         | \$4.15                         |
| 2   | Hologram per card   | 0.95              | \$0.95                         | \$0.95                         |
| 3   | ID Badge printer color ribbon                                     |                   | \$140.00                       | \$138.00                       |
| 4   | ID Badge Printer and Laminator                                    | 4410.00           | \$6,895.00                     | \$6,792.00                     |
| 5   | Holographic Origination Fee                                       | 7500.00           | \$7,500.00                     | \$7,250.00                     |
| 6   | Prox Card Reader  | 195.00            | \$415.00                       | \$409.00                       |
| 7   | Prox Card Reader with Keypad                                      |                   | \$525.00                       | \$517.00                       |
| 8   | Database system with Microsoft SQL                                | 2500.00           | \$3,150.00                     | \$3,103.00                     |
| 9   | Card Reader license   | 95.00             | \$150.00                       | \$148.00                       |
| 10  | Emergency Back-Up System  | 175.00            | \$395.00                       | \$389.00                       |
| 11  | Alarm and Monitor Panel   | 435.00            | \$695.00                       | \$685.00                       |
| 12  | Magnetic Door Locks   | 250.00            | \$675.00                       | \$665.00                       |
| 13  | Access Control Panel (with LAN connectivity)                      | 1325.00           | \$1,675.00                     | \$1,650.00                     |
| 14  | Audio Door Intercom Station                                       | 70.00             | \$225.00                       | \$222.00                       |
| 15  | Remote and Installation hardware for Camera                       | 75.00             | \$375.00                       | \$369.00                       |
| 16  | Monitor for Camera - 19"  | 435.00            | \$552.00                       | \$544.00                       |
| 17  | Training  | 800.00            | \$800.00                       | \$788.00                       |
| 18  | Outdoor rated enclosure 24 X 24                                   |                   | \$665.00                       | \$655.00                       |
| 19  | <b>Warranty (2yr):</b>  |                   |                                |                                |
| 20  | 2nd year  | 2200.00           | included in unit price of item | included in unit price of item |
| 21  | Diagnostic Inspection Labor Rate                                  |                   | \$110.00                       | \$100.00                       |
| 22  | <b>Any tasks missed provide task/unit pricing</b>                 |                   |                                |                                |
| 23  | REX - Passive infrared Detector                                   | 85.00             | \$325.00                       | \$320.00                       |
| 24  | Alarm Contact   | 18.00             | \$215.00                       | \$212.00                       |
| 25  | Power supply for Magnetic Door Locks                              | 295.00            | \$675.00                       | \$665.00                       |
| 26  | <b>Additional Components</b>                                      |                   |                                |                                |
| 27  | Access Control Panel - 16 readers                                 | 2275.00           | \$3,075.00                     | \$3,029.00                     |
| 28  | RAM memory for access control panel                               | 595.00            | \$595.00                       | \$575.00                       |
| 29  | Electric Strike   | 180.00            | \$650.00                       | \$640.00                       |
| 30  | Redundant/Disaster Recovery Software                              | QUOTE             | TBD                            | TBD                            |
| 31  | <b>CCTV Equipment:</b>  |                   |                                |                                |
| 32  | Camera -fixed indoor dome - analog                                | 490.00            | \$690.00                       | \$680.00                       |
| 33  | Camera - fixed outdoor - analog                                   | 575.00            | \$775.00                       | \$764.00                       |
| 34  | Camera - fixed IP Mega-Pixel Indoor dome                          | 875.00            | \$1,075.00                     | \$1,059.00                     |
| 35  | Camera - fixed mega-pixel outdoor dome                            | 1125.00           | \$1,525.00                     | \$1,502.00                     |
| 36  | Camera - PTZ Indoor/Outdoor - analog                              | 2875.00           | \$3,275.00                     | \$3,226.00                     |
| 37  | Camera - PTZ /IP Mega-pixel indoor/outdoor                        | 3250.00           | \$4,075.00                     | \$4,014.00                     |
| 38  | IP Camera Enterprise Software                                     | 2750.00           | \$3,750.00                     | \$3,694.00                     |
| 39  | IP Camera License (per camera)                                    | 300.00            | \$300.00                       | \$295.00                       |
| 40  | Digital Video Recorder (DVR) 16 camera inputs, 1TB                | 9575.00           | \$4,375.00                     | \$4,309.00                     |
| 41  | Digital Video Recorder (DVR) 16 camera inputs, 2TB                | 11094.00          | \$5,250.00                     | \$5,171.00                     |
| 42  | Media Converter   |                   | \$550.00                       | \$542.00                       |
| 43  | Coax to IP Converter  |                   | \$265.00                       | \$261.00                       |
| 44  | Coax to IP Converter - 16 channel receiver                        |                   | \$3,250.00                     | \$3,201.00                     |
| 45  | Network Switch 24 port  |                   | \$2,500.00                     | \$2,462.00                     |
| 46  | Network Fiber Module  |                   | \$175.00                       | \$172.00                       |
| 47  | Hand Geometry Reader  | 1375.00           | \$1,775.00                     | \$1,748.00                     |
| 48  | Fingerprint Reader  | 1100.00           | \$1,575.00                     | \$1,551.00                     |
| 49  | Reader with lock assembly - wireless                              | 1150.00           | \$1,675.00                     | \$1,650.00                     |

Kratos Public Safety Security Solutions, Inc.  
 State of Maryland  
 Department of General Services  
 Identification Card, Access Entry and Video Camera Monitoring System  
 Blanket Purchase Agreement NO: 001B6400264

|    |  |         |            |            |
|----|--|---------|------------|------------|
| 50 | Door Interface module -single reader                   | 485.00  | \$595.00   | \$586.00   |
| 51 | Door Interface - dual reader                           | 595.00  | \$995.00   | \$980.00   |
| 52 | Control Panel Interface Module for 16 wireless locks   | 875.00  | \$1,275.00 | \$1,256.00 |
| 53 | <b>Cable/Misc:</b>                                     |         |            |            |
| 54 | Central Station Alarm Monitoring - monthly charge      | 48.00   | \$48.00    | \$48.00    |
| 55 | Cable - Cardreader 1000 ft.                            | 255.00  | \$1,055.00 | \$1,039.00 |
| 56 | Cable - alarm 1000 ft.                                 | 205.00  | \$1,005.00 | \$990.00   |
| 57 | Cable - electric lock 1000 ft.                         | 380.00  | \$1,180.00 | \$1,162.00 |
| 58 | Cable - CCTV 1000 ft                                   | 650.00  | \$1,450.00 | \$1,428.00 |
| 59 | Cable - Fiber 6 conductor multi-mode - 1000 ft.        |         | \$1,650.00 | \$1,625.00 |
| 60 | Intercom Master Station/video and audio                | 975.00  | \$1,450.00 | \$1,428.00 |
| 61 | Audio/Video Intercom Door Unit                         | 650.00  | \$1,025.00 | \$1,010.00 |
| 62 | Reader with Lock Assembly Networked                    | 1075.00 | \$1,475.00 | \$1,453.00 |
| 63 | Motion Detector  |         | \$280.00   | \$276.00   |
| 64 | GlassBreak Detector                                    |         | \$260.00   | \$256.00   |
| 65 | Wireless panic button                                  |         | \$56.00    | \$55.00    |
| 66 | Wireless Receiver                                      |         | \$350.00   | \$345.00   |
| 67 | Wireless Repeater                                      |         | \$305.00   | \$300.00   |
| 68 | Conduit 1 Slick  |         | \$65.00    | \$64.00    |
| 69 | <b>Servers and workstations:</b>                       |         |            |            |
| 70 | Access Control server                                  | 2450.00 | \$3,250.00 | \$3,201.00 |
| 71 | IP Video Server 12TB                                   | 7750.00 | \$8,975.00 | \$8,840.00 |
| 72 | Workstation  | 2275.00 | \$2,975.00 | \$2,930.00 |
| 73 | Release Button - pneumatic                             | 28.33   | \$395.00   | \$389.00   |
| 74 | Program Fee - projects exceeding \$25,000.00 in value. |         | \$1,500.00 | \$1,500.00 |

75 **Note: All commodity unit prices listed above include the item as described and the labor to install, program and test the item. Further, the unit price includes and all inclusive 2 year onsite parts and labor warranty for the item.**

76 **Freight charges are included in the unit prices listed above.**