

**AUTHORIZED FAS IT SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-8 Purchase of New Equipment
(FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES)

Special Item No. 132-12 Maintenance of Hardware/Repair Service

Special Item No. 132-34 Maintenance of Software

Kratos Systems and Solutions, Inc.
(KSS)

**14130 Sullyfield Circle STE. E-1
Chantilly, VA 20151 - 1611
Ph: 703-488-2500 Fax: 703-488-2555**

www.kratosdefense.com

Contract Number: GS-35F-020GA

Contract Period: October 14, 2016 to October 13, 2021

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #

Products and ordering information in this Authorized FAS IT Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Service Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address: Kratos Systems and Solutions, Inc.

c/o RT Logic A Kratos Company
14130 Sullyfield Circle, Suite E-1
Chantilly, VA 20151

Payment Address: Kratos Systems and Solutions, Inc.
4820 Eastgate Mall

San Diego, CA 92121

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

703-488-2500, Fax: 703-488-2555

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATIC DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Acquisition Service Schedule -
- Block 16: Data Universal Numbering System (DUNS) Number: - 17-221-7841
- Block 30: Type of Contractor - C. Large Business
- Block 31: Woman-Owned Small Business - **No**
- Block 36: Contractor's Taxpayer Identification Number (TIN): 04-3743834

- 4a. CAGE Code: 42JF0
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30 to 90 Days ARO
132-12 and 132-34	As ordered

b. **URGENT REQUIREMENTS:** When the Federal Acquisition Service Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None, Net 30
- b. Quantity: See pricelist
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Repair of Equipment
Special Item Number 132-34 – Software Maintenance

12. ORDERING PROCEDURES FOR FEDERAL Y SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Service Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Acquisition Service Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Acquisition Service Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Acquisition Service Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Acquisition Service Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Service Schedule; and
- (4) All clauses applicable to items not on the Federal Acquisition Service Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.kratosdefense.com _____

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL ACQUISITION SERVICE SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Service Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Service Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition Service Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to

the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment offered under this contract is self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

For a period of 12 months from date of delivery, Kratos Systems and Solutions, Inc., hereinafter referred to as KS&S, warrants the product delivered to Buyer as follows: (1) the hardware shall be free from defects in material and workmanship and will conform to the applicable KS&S specification.

This Agreement shall be construed and interpreted in accordance with (i) the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government or (ii) in the absence of such Federal law, the laws of the Commonwealth of Virginia (without regard to its conflict of laws principles).

If a defect occurs during the warranty period, Buyer shall return the product to KS&S or to a facility designated by KS&S for repair or replacement. KS&S shall, at its option, either repair or replace any defective product covered by this warranty. Buyer shall prepay the cost of shipping the product to KS&S or to the designated facility and bear the risk of loss while the product is in transit. KS&S shall pay the shipping charges to return the product to the Buyer and bear the risk of loss during transit, unless the defect is not covered by this warranty. In the event that a returned product is not covered by this warranty, KS&S shall immediately notify the Buyer and request instructions regarding disposition. Buyer's sole and exclusive remedy for defects in products covered by this warranty is limited to the correction of the defect by repair or replacement.

The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications of the product, or improper site preparation or maintenance. This warranty shall also not apply to defects or nonconformities to the extent they result from products that have been subjected to testing for other than specified electrical characteristics or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly or processing that alters physical or electrical properties.

In no event will KS&S be liable for any incidental or consequential damages for breach of warranty or delivery of defective products. This warranty extends to the buyer only and not to any buyer's customers (except for the case when the buyer's customer is the United States of America) or users of buyer's products, and is in lieu of all other warranties whether express, implied or statutory, including implied warranties of merchantability or fitness for a particular purpose. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 Contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Govt reserves all rights and remedies under the K, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 USC 7101-7109.

Customer-Requested Specifications/Modifications – KS&S products are very complex. As such, even though KS&S has attempted to determine what impact any customer-requested customizations/specifications (“Customer Specifications”) may have on the product’s base functionality, KS&S is not always able to anticipate the full impact of the Customer Specifications prior to actually making them. Following acceptance, if the Customer requests that KS&S add to the customized product certain base functionality included in the original product but not in the customized product, any such request will result in an additional charge to Customer. KS&S will provide a quote for anticipated charges.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 14130 Sullyfield Circle STE. E-1 Chantilly, VA 20151 - 1611

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF
GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS
NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED
EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The extended warranty services listed herein are applicable to any ordering activity location.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

14130 Sullyfield Circle, Suite E-1

Chantilly, VA 20151

Attn: Customer Support

CALL FOR RMA NUMBER: 703-488-2380

2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

4. SCOPE

- a. The Contractor shall provide extended warranty service, when ordered by the ordering activity, for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

6. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification. NOTE: Only return to factory repair service is offered under this contract.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

7. INVOICES AND PAYMENTS**a. Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE MAINTENANCE OF SOFTWARE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

SOFTWARE OFFERED UNDER THIS CONTRACT IS NOT SOLD SEPARATELY. THE TERMS AND CONDITIONS FOR SOFTWARE APPLY TO THE SOFTWARE THAT OPERATES THE IOPLEX HARDWARE OFFERED UNDER THIS CONTRACT.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS

1. Definition of Product and Software. As used herein, "Product" means that KS&S product shipped with this License and Warranty, and "Software" means either the Product if the Product is a stand-alone software product or the software embedded in the Product.

2. General. Under the terms of this license and warranty, the Software is licensed (and not sold) to you. Licensor is willing to license the Software to you only upon the condition that you accept all of the terms contained in this license and warranty.

3. License Grant. Licensor hereby grants to you, and you hereby accept from Licensor, a non-exclusive, nontransferable (except for transfer to the US Government in accordance with section 4 hereof) license to install, execute, and use the Software either (i) with the Product or (ii) if the Software is the Product, on the single computer for which Licensor has provided you a license (activation) key. All rights in the Software shall remain the property of Licensor or its licensors, if any. You shall not make any modifications to the Software without Licensor's prior written consent. You shall not reproduce the Software except to the extent strictly necessary for proper use of the Product; provided, however, that you may make an archive copy of the Software if the Software is the Product. You shall keep the Software and any operating manuals or user documentation associated therewith in confidence. You may not cause, permit or suffer the Software to be reverse engineered, disassembled or decompiled, rented, or offered for sale or other means of transfer or disposition, nor shall you use the Software or any manuals or documentation provided to develop software that performs the functions of the Software. So long as you comply with all terms of this License and Warranty, the license granted hereunder shall be perpetual. However, except for a transfer of the Product and the Software to the U.S. Government, the license shall, in all events, automatically terminate upon the sale or other transfer of the Product and/or in the event of the permanent discontinuance of the use of the Software by you, and the use of the Software by any purchaser or other transferee from you will be conditioned upon the grant of a new license in respect thereof by Licensor.

4. U.S. Government Restricted Rights. The Software and related documentation are "restricted computer software" as defined in the Commercial Computer Software Restricted Rights clause at 48 CFR 52.227-19 provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of that clause.

5. Licensor's Rights. You acknowledge and agree that the Software is a proprietary product of Licensor protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the Software, including associated intellectual property rights, are and shall remain with Licensor. This License and Warranty does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License and Warranty.

6. Limited Warranty. For a period of 12 months from date of delivery, Licensor warrants that the Product (other than the Software) shall be free from defects in material and workmanship and that the Software will substantially conform to the applicable Licensor specifications. If a defect occurs during the warranty period, you may return the Product to Licensor, or to a facility designated by Licensor for repair or replacement. Licensor shall, at its option, either repair or replace any defective Product covered by this warranty. You shall prepay the cost of shipping the Product to Licensor or to the designated facility and bear the risk of loss while the Product is in transit. Licensor shall pay the shipping charges to return the Product to you and bear the risk of loss during transit, unless Licensor determines that the defect is not covered by this warranty. In the event that the returned Product is not covered by this warranty, Licensor shall immediately notify you and request instructions regarding disposition. Your sole and exclusive remedy for defects of the Product covered by this warranty is limited to the correction of the defect by repair or replacement. The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by you, or software supplied by you, or interfacing, or unauthorized modifications, or misuse, or operation outside of the environmental specifications of the Product, or improper site preparation or maintenance. This warranty shall also not apply if the defect or nonconformity is the result that the Product, or any component comprising the Product, has been subjected to testing for other than specified electrical characteristics or has been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly or processing that alters physical or electrical properties.

7. Customer-Requested Specifications/Modifications. KS&S products are very complex. As such, even though KS&S has attempted to determine what impact any customer-requested customizations/specifications ("Customer Specifications") may have on the product's base functionality, KS&S is not always able to anticipate the full impact of the Customer Specifications prior to actually making them. Following acceptance, if the Customer requests that KS&S add to the customized product certain base functionality included in the original product but not in the customized product, any such request will result in an additional charge to Customer. KS&S will provide a quote for anticipated charges. This warranty is in lieu of all other warranties whether express, implied or statutory, including implied warranties of merchantability or fitness for a particular purpose. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 Contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Govt reserves all rights and remedies under the K, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 USC 7101-7109.

8. Limitation of Liability. In no event will Licensor be liable for any incidental or consequential damages (including, without limitation, loss of use or lost business, revenue, or goodwill) arising in connection with a breach of warranty or delivery of nonconforming Software, the Product and/or the use thereof, under any theory of tort, contract, strict liability or negligence, even if Licensor has been advised, knew or should have known of the possibility of such damages. In no event shall any damages which may be assessed upon Licensor for any reason exceed the purchase price paid by you for the Product. Any action against Licensor must be commenced within one (1) year after the cause of action arises. Nothing in this agreement shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this agreement shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

9. Indemnification. Licensor agrees to indemnify and hold you harmless from and against any claim, suit, demand, or action alleging that the Product or any component thereof infringes a copyright, trade secret, or any other proprietary right of any third party recognized under the laws of the United States, and Licensor shall indemnify you against all costs, expenses, (including reasonable attorney's fees), and damages arising from any such claim, suit, demand, or action; provided, however, that:

(i) You shall have given Licensor prompt written notice of such claim, suit, demand, or action;

(ii) You shall cooperate with Licensor in the defense and settlement thereof; and,

(iii) Licensor will participate in the defense of such claim, suit, demand, or action at its own cost. If a temporary or a final injunction is obtained against your use of the Product or any portion thereof by reason of an infringement of a U.S. copyright, trade secret, or other proprietary right, Licensor will, at its option and expense, either (i) procure for you the right to continue using the Product or (ii) replace or modify the Product or such infringing portion thereof so that it no longer is infringing, so long as the utility or performance of the Product is not adversely affected by such replacement or modification. Licensor shall have no liability to you for any infringement action or claim that is based upon or arises out of the use of the Product or any component thereof in combination with any other system, equipment, or software in the event that, but for such use, the claim of infringement would not lie.

10. No Assignment. This Agreement shall not be assigned in whole or in part by either party without the prior consent of the other, that shall not be reasonably withheld, and any attempt by either party to so assign this Agreement shall be invalid. However, either party may assign this entire Agreement to a parent, subsidiary or affiliated company or successor by merger, consolidation or purchase of assets of that party without the consent of the other party.

11. Governing Law. This Agreement shall be construed and interpreted in accordance with (i) the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies, boards of contract appeals and quasi-judicial agencies of the Federal Government or (ii) in the absence of such Federal law, the laws of the Commonwealth of Virginia (without regard to its conflict of laws principles).

12. General. Any term of this Agreement may be waived in writing by the party entitled to the benefits thereof. No waiver of any condition or breach shall be deemed to be a further or continuing waiver of such condition of breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy. Any provision of this Agreement, which shall be determined by a court of competent jurisdiction to be invalid or unenforceable, shall be severed from this Agreement without invalidating the remaining provisions thereof. Any modifications of this Agreement shall be in writing and signed by the parties. No agent or employee of Licensor is authorized to make any representation binding on Licensor unless the representation is in writing and signed by an authorized officer.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

For a period of 12 months from date of delivery, Licensor warrants that the Product (other than the Software) shall be free from defects in material and workmanship and that the Software will substantially conform to the applicable Licensor specifications. If a defect occurs during the warranty period, you may return the Product to Licensor, or to a

facility designated by Licensor for repair or replacement. Licensor shall, at its option, either repair or replace any defective Product covered by this warranty. (See product Warranty 132-8)

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-488-2380 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5 pm.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS - (SIN 132-33) NOT OFFERED

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

Right-to-copy licenses are not offered under the contract.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Kratos Technology and Training Solutions, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Kratos Technology and Training Solutions, Inc.

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Service Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Acquisition Service Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Acquisition Service Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Service Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Acquisition Service Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Service Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Service Schedule Contractors may individually meet the customers needs, or -
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

MFGPART	DESCRIPTION	GSAPRICE
IOP-1000	ioPLEX Non-Redundant Common Equipment 2U Chassis, 19 inch Rackmount, Single CPU, Single 110/220 VAC Power Supply, Clock Card, Fan assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specif	\$ 11,062.97
IOP-1002	ioPLEX Non-Redundant Common Equipment - 2U chassis, 19 inch Rackmount, Single CPU2, Single 110/220VAC Power Supply, Clock Card, Fan Assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specified along with order.	\$ 11,062.97
IOP-1010	ioPLEX Redundant Common Equipment 2U Chassis, 19 inch Rackmount, Dual CPU, Single 110/220 VAC Power Supply, Clock Card, Fan assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specified at time of order.	\$ 15,012.09
IOP-1012	ioPLEX Redundant Common Equipment - 2U Chassis, 19 inch Rackmount, Dual CPU2, 110/220 VAC Power Supplies, Clock Card, Fan assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specified at time of order.	\$ 15,012.09
IOP-1040	ioPLEX Non-Redundant Common Equipment - 2 chassis, 19 inch Rackmount, Single CPU, Single - 48VDC Power Supply, Clock Card, Fan Assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specified	\$ 11,062.97
IOP-1050	ioPLEX Redundant Common Equipment - 2 chassis, 19 inch Rackmount, Dual CPU, Dual -48VDC Power Supply, Clock Card, Fan Assembly, Blank Panels, Installation Kit, Product Information CD. Requires that System Software version number be specified along wi	\$ 15,012.09
IOP-A0100	2U Chassis, 19 inch rackmount, 8 each front/ 4 each rear horizontal I/O slots, backplane, blank panels, and mounting brackets. Specify 110/220 VAC, -48 VDC or 24 VDC power supplies. Reference IOP-4004	\$ 4,982.87

IOP-A0101	2U Chassis, 19 inch rackmount, 8 each front/ 4 each rear horizontal I/O slots, backplane, blank panels, mounting brackets and fan tray. Specify 110/220 VAC, -48 VDC or 24 VDC power supplies. Reference IOP-4004	\$ 5,703.78
IOP-A0200	110/220 VAC 50/60 HZ Power Supply (auto configures), 150 watts capacity, and installs into dedicated equipment slots in front of the chassis. Two power supplies required for redundant configuration. AC Cordless to be ordered separately. Reference IO	\$ 1,174.31
IOP-A0202	-48 VDC Power Supply, 150 watts capacity, and installs into dedicated equipment slots in the front of the chassis. Two power supplies required for redundant configuration. Reference IOP-4450	\$ 1,174.31
IOP-A0300	External timing interfaces for BITS and composite clock inputs, and installed in rear equipment slot on chassis. Reference IOP-4700	\$ 902.27
IOP-A0400	Multi-Fan Assembly that installs in dedicated. Reference IOP-4000, 00002868 (Rittal)	\$ 720.91
IOP-A0500	CPU Module occupies one front slot, two CPUs required for redundant configuration, includes Flash Drive and System Software, System Software version must be specified with CPU order. Reference IOP-4600.	\$ 2,987.91
IOP-A1201	Micro SD Memory Module - 4 GB Class 4 CPU2 Module (IOP-A0501)	\$ 81.61
IOP-A0501	CPU Module occupies one front slot, two CPUs required for redundant configuration, includes Flash Drive and System Software, System Software version must be specified with CPU order. Reference IOP-4600.	\$ 2,987.91
IOP-A0600	Module for Front I/O Slot with Processor Capacity for 1-port Ethernet, Line Rate: 1Gbps/port. Connector Type: Reference IOP-4800	\$ 2,987.91
IOP-A0601	SFP - Single-mode Fiber Optic module for Gbit Ethernet (1310nm-10km) connector type LC type	\$ 272.04
IOP-A0602	SFP - Single-mode Fiber Optic module for Gbit Ethernet (850nm-500m) Connector: LC type	\$ 136.02

IOP-A0604	SFP - Single-mode Fiber Optic module for Gbit Ethernet (1310nm-10km)Connector: LC type. The 55 km reach is achieved using 9/125um fiber cable. Refer to product data sheet for other fiber types.	\$ 498.74
IOP-A0703	Module for Front I/O Slot with Processor Capacity for 4 -ports Serial, Line Rate: 75 bps - 20Mbps/port, Connector Type: SMART (Cisco), Electrical: RS-232, Eia-449, Eia-530, V.35, Data Format: Sync, Async, CES Reference: IOP-4901 This card supercedes	\$ 6,343.07
IOP-A0704	Module for Front I/O Slot with Inphase and Quadrature LVDS, Line Rate 100 Kbps to 200 Mbps. Composte Rate up to 400 Mbps Single port, 200 Mbps Dual Port, (200 Mbps I&Q Future) Reference: IOP-6400	\$ 7,254.41
IOP-A0706	Module for Rear I/O Slot with Porcessor Capability for 8-ports ECL Serial, Line Rate 100 bps to 55 Mbps per port, Connector Type SMART (Cisco), Electrical: ECL. Reference: IOP-6301	\$ 10,877.08
IOP-A0707	Module for Rear I/O Slot with Porcessor Capability for 8-ports RS-422 Serial, Line Rate 75 bps to 20 Mbps per port, Connector Type SMART (Cisco), Electrical: RS422. Reference: IOP-6300	\$ 9,970.28
IOP-A0708	Module for Front I/O Slot with support for Mux/Demux of Standard CDL Waveform Rev G. Reference IOP-6200	\$ 9,970.28
IOP-A0800	Video I/O module -	\$ 5,436.27
IOP-A0820	Module for Rear I/O Slot, Vice, 2-wire FxS 6-port, supporting ATM (AAL 1 and AAL 2) and TDMoIP Transport	\$ 3,901.06
IOP-A0821	Module for Rear I/O Slot, Vice, 2-wire FxS 12-port, supporting ATM (AAL 1 and AAL 2) and TDMoIP Transport	\$ 4,263.78
IOP-A0850	Module for Rear I/O Slot, Processor Capacity for 24-ports DS1 Channelized to DS0 level, Unframed E1, Integral CSU, Protocols Supported - CES. Ability to be configured in paired redundant configuration for hardware protection of up to 24-ports DS1/Unf	\$ 4,529.47
IOP-A0851	Line Interface Module for Rear I/O Slot providing 12-ports, Connector Type RJ48C, Compatible with Long/Short Haul Configurations. Physical interface for IOP-0850 I/O Processor Module. Reference IOP-4520	\$ 1,809.07

IOP-A0852	Module for Rear I/O Slot, Processor Capacity for 24-ports DS1 Channelized to DS0 level, Unframed E1, Integral CSU, Protocols Supported - CES. Enhancement for redundant paired configuration. HW protection of up to 24-ports DS1/Unframed E1 with feature	\$ 3,622.67
IOP-A0853	Module for Front I/O Slot with Processor Capacity for 1-ports OC-3 UnChannelized, Connector Type: SFP and Serial Electrical format EIA-530, Sync, Protocol Supported: ATM Reference IOP-4100	\$ 2,987.91
IOP-A0854	SFP - Single-mode Fiber Optic module for OC-3 (1310nm-15km) connector: LC type Reference 00003702	\$ 272.04
IOP-A0855	SFP - Multi-mode Fiber Optic module for OC-3 (1310nm-2km) Connector: LC type Reference: 00003545	\$ 136.02
IOP-A0857	Module for Front I/O Slot with Processor Capacity for 3-ports OC-3 and 1-port OC-12 (or 4 ports OC-3) Unchannelized, Connector Type: SFP Optics, Protocol Supported: ATM Reference: IOP-6100 Future Release adding 1+1 APS	\$ 5,436.27
IOP-A0858	SFP-Single-mode Fiber Optic module for OC-3/OC-12 (1210nm-15km) Connector: LC type Reference 00003703	\$ 362.72
IOP-A0900	Installation kit - ioPLEX 10xx 2U Chassis - Screws, Serial cable, and Installation documentation	\$ 81.61
IOP-A0901S	Converter I/O module - 1-port RS-530-TTL includes Smart serial Cable to interwork RS-530 and TTL signals using Standard BNC connectors. Converter - RS-530 to TTL includes IOP-CBL0102 cable. Reference IOP-5007	\$ 317.38
IOP-A0904S	Converter I/O module - 1-port-530-HSTTL includes Smart Serial cable to interwork RS-530 and High Speed TTL signals using Standard BNC connectors. Converter - RS-530 to High Speed TTL includes IOP-CBL0102 cable. Reference IOP-5006	\$ 362.72
IOP-A0906T	Converter I/O module - 1-port LVDS-ECL Tx excludes the CAT5e or CAT6 cable to interwork LVDS and ECL signals. Connector interfaces RJ45-SMA w/terminations. Converter I/O module - 1-port LVDS - ECL Txx (excludes the CAT5e or CAT6 cable) Reference IOP-	\$ 539.55

IOP-A0907	Converter I/O module - 1-ort LVDS-ECL Rx excludes the CAT5e or CAT6 cable to interwork LVDS and ECL signals. Connector interfaces RJ45-SMA. Converter I/O module - 1-port LVDS-ECL RX (excludes the CAT5e or CAT6 cable) Reference IOP-6402	\$ 612.09
IOP-A0909	Converter I/O module - 1-port Electrical RS-422 (RS-530) to Optical (ST) Converter I/O module - 1-port RS-422 (RS-530 connector) to Optical (ST connector) includes IOP-CBL0102 cable. Reference IOP-5110	\$ 793.45
IOP-A0911T	Converter I/O module - 2-port LVDS-ECL Tx includes Cable to interwork LVDS and ECL signals. Connector interfaces RJ45-Twinax/Triax w/terminations. Converter I/O module - 2-port LVDS-ECL Tx includes the LVDS cable Reference IOP-6403T	\$ 589.42
IOP-A0912	High Density CISCO Smart Serial Compatible Cable 26 pin serial RS-530 to Twinax/Triax Connector 10 foot length. Converter - RS-530 Twinax includes IOP-CBL0102 cable Reference 5100	\$ 811.59
IOP-A0924 (NEW)	(Qty 2, IOP-A0914) Converter I/O module – 1-port LVDS-LVDS TX SMA and (Qty 2) CAT-6 shielded RJ-45, 6 foot (00004927)	\$ 1,351.13
IOP-A0925 (NEW)	(Qty 2, IOP-A0915) Converter I/O module – 1-port LVDS-LVDS RX SMA and (Qty 2) CAT-6 shielded RJ-45, 6 foot (00004927)	\$ 1,351.13
IOP-PP0103	19-inch rack mount converter panel - 4 Converter capacity for extrusion housing converters	\$ 68.01
IOP-A1100	Brackets - 23" extention mounts for 19" 2U chassis	\$ 181.36
IOP-A1101	Brackets - Rack mount for 19" 2U chassis	\$ 22.67
IOP-A1103	Aluminum blank panel for front I/O slot	\$ 13.60
IOP-A1104	Aluminum blank panel for rear I/O slot	\$ 13.60
IOP-A1105	Aluminum blank panel for power supply equipment slot	\$ 13.60
IOP-A1106	ioPLEX Product Information Library on CDROM Media	\$ 13.60
IOP-A1107	Blank panel for Converter Mounting Panel. Use this blank panel for covering unused openings on OP-PP0103 Reference 00004468	\$ 9.07
IOP-A1113	Brackets - Recess rack mount 19" 2U chassis	\$ 204.03

IOP-A1114	Powercord, 10A/125VAC, Shielded	\$ 19.04
IOP-A1115	Powercord, 10A/125VAC, Shielded	\$ 19.04
IOP-A1200	Flash Memory Module - 256MB for CPU Module (IOP-A0500) Reference: 000003134	\$ 81.61
IOP-CBL0100	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB37 Male (RS449) DTE	\$ 81.61
IOP-CBL0101	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB37 Female (RS449) DCE	\$ 81.61
IOP-CBL0102	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB25 Male (RS530) DTE	\$ 81.61
IOP-CBL0103	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB25 Male (RS530) DCE	\$ 81.61
IOP-CBL0104	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB25 Male (RS232) DTE	\$ 81.61
IOP-CBL0105	High Density CISCO Smart Serial Compatible cable - 26 pin serial to DB25 Female (RS232) DCE	\$ 81.61
IOP-CBL0110	Standard BNC Bayonet style - Amphenol Slimline BNC Bayonet style. Reference 00001418	\$ 45.34
IOP-CBL0112	Coaxial cable RG316, SMA Straight Plug-Plug. Reference 00004766	\$ 27.20
IOP-SW0201	1-Year Software Support Plan	\$ 2,562.32
IOP-SW0202	2-Year Software Support Plan	\$ 4,932.09
IOP-SW0203	1-Year Software Support Plan when quantity of systems is (5) or more	\$ 1,974.81
IOP-SW0303	1-Year Software Support Plan when quantity of systems is (5) or more, with Reinstatement Fee	\$ 2,962.22
IOP-OM100	O&M Support includes hardware maintenance, software support, fast response call center, advanced replacement next day shipment, and technical support.	\$ 5,561.38
IOP-SW0301	Annual Software Maintenance Support using reinstatement rate when Software Maintenance Support lapses is (1) year or more. 50% premium on the base rate is charged for the first (2) years after reinstatement.	\$ 3,843.48

IOP-HW0301	Annual Extended Hardware maintenance using reinstatement rate when Extended Hardware Warranty lapses is (1) year or more. 50% premium on the base rate is charged for the first (2) years after reinstatement. Customer must certify that systems to be covered are in good working condition. 2.5%	2% discount
IOP-HW0201	Pricing based on 1.5% of total hardware List Price.	2% discount

*Note: Hardware Extended Warranty is 1.5% of commercial list price. GSA schedule price is a 2% discount off commercial commercial list price.

Annual Software Maintenance Support using reinstatement rate when Software Maintenance Support lapses is (1) year or more. 50% premium on the base rate is charged for the first (2) years after reinstatement. GSA schedule receive a 2% discount from list.

Annual Extended Hardware maintenance using reinstatement rate when Extended Hardware Warranty lapses is (1) year or more. 50% premium on the base rate is charged for the first (2) years after reinstatement. Customer must certify that systems to be covered are in good working condition. GSA customers receive a 2% discount from list.