Science Applications International Corporation ("SAIC")
Request for Quotation (RFQ)

PROFESSIONAL RESOURCES

Pharos and Peripheral Support Services

RFQ # SAIC CoM 2014 – RG R72718

Issue Date: February 7, 2014

Response Date: February 28, 2014

City of Memphis
RFQ # SAIC CoM 2014- RG R72718
Response Accepted At: ATTN: SAIC Procurement
c/o City of Memphis, ITS
5125 Elmore Road, Ste. 6
Memphis, TN 38134
E-Mail Inquiries and Responses Accepted At: City_of_Memphis_Bids@memphistn.gov

Table of Contents

INTRODUCTION 3
1) STATEMENT OF WORK; COMPLETENESS 3
2) SCOPE OF WORK REQUIREMENTS 3
3) SCHEDULE OF ACTIVITIES 3
4) RESPONSE CONTENT 4
5) PRICE 6
6) GENERAL INFORMATION 6
7) PARTICULAR REQUIREMENTS 8
8) EQUAL BUSINESS OPPORTUNITY (EBO) REQUIREMENTS 10
Attachment 1 16
Attachment 2 19
Attachment 3 20
Attachment 4 22
Attachment 5 39

INTRODUCTION

SAIC invites vendors to submit quotes in accordance with the below Scope of Work.

Definitions used in this RFQ:

"Bidder" or "Bidders" refers to an individual entity or person, or the group of organizations or persons, responding to this RFQ.

"City" means the City of Memphis, TN

"Proposal" is Bidder's response to this RFQ.

"RFQ" means Request for Quotation.

"SAIC" means Science Applications International Corporation.

1) STATEMENT OF WORK; COMPLETENESS

Although SAIC has made every reasonable effort, there is no representation made regarding the completeness of the requirements. The Bidder is expected to review the requirements and make appropriate recommendations. Any required services, products, or equipment not specified in the Bidder's submittal, but required to complete the statement of work, are Bidder's responsibility, and should be specified by Bidder.

2) SCOPE OF WORK REQUIREMENTS

The Bidder shall provide resumes (if applicable) and pricing per the SOW-Attachment 1 using the pricing sheet provided as Attachment 2. The City does not guarantee that the position will be filled.

3) SCHEDULE OF ACTIVITIES

RFQ Timeline

The estimated timeline for this RFQ is set forth below. SAIC reserves the right to modify or update this schedule at any point in time.

SAIC may conduct interviews with finalists. However, SAIC is not obligated to interview finalists.

In no event shall the deadline for submission of the proposal be changed except by written modification by SAIC, which will be published in the same manner as this RFQ. Late submissions will not be considered.

Activity	
Distribution of RFQ	February 7, 2014
Deadline for Questions	February14, 2014
Answered Questions Posted	February 21, 2014
Submittal Due (Mandatory) by 2:00 CT	February 28, 2014

RESPONSES TO THIS RFQ MUST BE RECEIVED BY SAIC NO LATER THAN 2:00 PM CENTRAL TIME ON THE DATE IDENTIFIED AS "SUBMITTAL DUE (MANDATORY)" IDENTIFIED ABOVE. Bidders are encouraged to plan on early submittal, to ensure compliance. Bidders who do not meet the deadline will be disqualified. Proposals submitted after the deadline or which state that information will be provided 'at a later date', or which are otherwise incomplete or fail to comply with the requirements set forth in this RFQ will be disqualified from participation. Proposals may not be amended after the submission deadline.

Question Submission

Bidder may submit questions based on its review of this RFQ, by sending them via email by **February 14, 2014** ***by 5:00 pm CT***. Questions received after that time and date will not be answered. The email should be sent to the individual(s) described below as "Principal Contact," with the subject heading: "***[Your company's name]*** **–SAIC RFQ # SAIC CoM 2014 – RG R72718 RFQ Questions**." SAIC will post the responses to the questions on the City's web site **February 21, 2014 by 5:00 pm CT, in the same manner as this RFQ was posted**. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of SAIC will be the one posted via the City's website.

Principal Contact

Renna' B. Green, Sr. Subcontracts Administrator, SAIC, is the single point of contact (the "Principal Contact") for **all matters relating to this RFQ. Bidder should direct all inquiries to the Principal Contact at: City_of_Memphis_Bids@memphistn.gov.**

Bidders should not, under any circumstances, contact any City or other SAIC personnel (including senior SAIC or City management or SAIC or City employees with whom Bidder has an existing business or personal relationship) to discuss this RFQ without the Principal Contact's prior, written consent. Utmost discretion is expected of Bidder and all other RFQ recipients. Any recipient attempting to circumvent this process may be disqualified.

Response Format

PROPOSAL SUBMISSION AND DUE DATE

Bidders may submit Proposals in soft form or printed copy. All submissions must be made on or before **2:00 PM CENTRAL TIME ON THE DATE IDENTIFIED AS "SUBMITTAL DUE (MANDATORY)" ABOVE.**

Soft copies should be submitted by email to **City_of_Memphis_Bids@**memphistn.gov, and printed copies (1) should be mailed to the address below:

SAIC
Attn: Renna' B. Green, Sr. Subcontracts Administrator
c/o City of Memphis
5125 Elmore Road, Suite 6
Memphis, TN, 38134

The label on printed submissions, or Subject line on Proposals submitted electronically, should identify the contents as: **Response to SAIC RFQ # SAIC CoM 2014 – RG R72718**. If Bidders submit their proposals in soft form, they should send the emails with return receipt, to ensure they have proof of delivery to SAIC.

Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with Bidder's response to this RFQ will become the property of SAIC and may be returned only at SAIC 's option.

All documents should be presented in a native Microsoft office format (e.g., word, excel, PowerPoint, project) or PDF. Pricing must be provided in an excel document. The folders and files should be organized and formatted to ensure on-line viewing and printing in a form consistent with Bidder's printed copy of its proposal. Each document and fie name should clearly show the name of Bidder.

4) RESPONSE CONTENT

It is the responsibility of the Bidder submitting the bid to be completely familiar with the specifications. Glossy formats or promotional materials are discouraged. The information contained in the Proposal should provide facts suited to allow SAIC to make an informed choice among Bidders.

Content – The Proposal should include the following sections:

Cover Letter – Including: The Bidder Name, RFQ Title, and Date of Submission

This section shall be no longer than four (4) pages, including name and address of the entity or person submitting the proposal and the name, address and telephone number of the person(s) authorized to represent the entity or person. If the proposal is being submitted by or on behalf of more than one entity, all entities represented must be clearly identified.

Bidder must provide a brief company description, history and financial status. In addition, Bidder should submit the following information:

Name. The name under which the Bidder is licensed to do business.

Address. The address of the Bidder's headquarters office.

Local Address. The address of the Bidder's local office responsible for the proposed work, if different from the headquarters office.

Local Officers. Names, titles and telephone numbers of local officers or representatives of the Bidder.

Years of Local Service Experience. The number of years the Bidder has actively participated in work in Shelby County and its neighboring counties similar to that described in this RFQ.

Size of Staff. The number of Bidder's employees: internationally, nationally and locally. Information must include the total number of employees in Shelby County and its neighboring counties; in particular, the number of technical and support staff presently supporting similar service, their qualifications and length of service.

Record with the City. Description of current and past Bidder experience in delivering similar goods or services to the City.

Warranties. Description of warranties available from or through the Bidder, including manufacturer's warranties on components.

Current Contract Obligations. Existing Bidder contractual commitments of similar scope and priority and their estimated impact on the Bidder's ability to service this contract, if awarded.

Resumes of staff that could be utilized to perform work solicited under this RFQ.

Other. Other general information, as determined by the Bidder to be of importance in evaluating the Bidder.

Validity of price should be stated as 180 days.

Pricing

Bidder shall provide pricing in the form of a Time and Material, completing the Pricing Table in Attachment 2. Bidders are strongly encouraged to submit their pricing in this format, in an excel spreadsheet, with the Proposal. Failure to provide pricing in this format will disqualify Bidders.

No other direct costs or travel are to be bid at this time.

References

Names, address and telephone numbers of at least three (3) customers, preferably city, county, or state entities, for which the Bidder provides the same or substantially similar services as those requested under this RFQ, within the last twelve (12) months and which SAIC may contact. References may be contacted to describe their experience with the Bidder, including the quality of the Bidder's technical support and maintenance. Particular attention will be paid to the number of Shelby and neighboring county customers and the quality of service rendered to those customers.

Bidder shall provide project descriptions and verifiable references for at least three (3) of Bidder's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and, including contact information for the references.

Equal Business Opportunity (EBO) Forms

Bidder is required to complete, Attachment 3, EBO forms unless the forms are flagged by SAIC as not applicable.

Compliance response

Bidder shall provide a compliance response to the Insurance requirements as specified in Attachment 4, Section 10 of this RFQ. **Bidders should also provide a copy of their current certificate of insurance with waiver of subrogation listed on the certificate as outlined in #7 –Particular Requirements - Insurance.** SAIC recognizes that Bidders may be required to obtain insurance in addition to that they currently carry if they are awarded work under this RFQ.

Additional information

Bidders should provide any additional information that is specific to the RFQ and that the Bidder considers pertinent.

Objections

Bidders must raise any objections to any requirement of this RFQ. Any objections not raised in Bidder's response will be deemed waived.

Annual Report.

The Bidder's most recent annual report or current audited financials must be provided. The financial stability of the Bidder and the Bidder's length of time in business will be closely evaluated. The annual report or audited financials may be provided as an appendix to the Bidder's response.

5) PRICE

Bidder must provide a time and material rate in accordance with the Attachment 2 pricing template. No additional expenses or other costs will be allowed, in excess of the amounts quoted. SAIC's goal is to provide the best service possible with the best and lowest price.

6) GENERAL INFORMATION

Protests

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

Right to Reject

SAIC reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFQ, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider. SAIC reserves the right to waive any informality in submittals and to negotiate changes in the scope of services to be provided.

RFQ Terms

The terms of this RFQ are attached as Attachment 4, and apply except as explicitly altered by Sections 1 through 8 of this RFQ.

No Representations or Warranties

SAIC makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFQ or otherwise provided by SAIC through the RFQ process. Bidder is responsible for making its own evaluation of information and data contained in this RFQ or otherwise provided by SAIC, and for preparing and submitting responses to the RFQ.

Proposal Preparation Costs

Bidder will be responsible for all costs it incurs in connection with this RFQ process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

Ownership and Intellectual Property

SAIC will own all of the intellectual property contained within Bidder's solution, but solely for the use of the City.

Ambiguity, Conflict, or Other Errors In The RFQ

SAIC has attempted to validate the information provided in this RFQ, but it is possible that Bidder may detect what it believes is an ambiguity, conflict, discrepancy, omission, error or inconsistency ("Error"). If a Bidder believes it has identified an Error should use the information provided on an "as-is" basis for its Proposal and secondarily identify them in its questions or in an appendix to its Proposal. Bidder is also requested to immediately notify, in writing by e-mail, SAIC of such error, requesting modification or clarification of the document. The Bidder shall include the RFQ number, page number and the applicable paragraph title. SAIC will post any revisions to the RFQ on the City's website (www.memphistn.gov) where this RFQ was posted. Information regarding the City and the project or initiative described in this RFQ may be revised or updated, and republished for inclusion in a final response.

Acceptance or Rejection of Proposals & Failed Competition.

SAIC reserves the right to accept or reject, in whole or in part, any or all proposals submitted. SAIC shall reject the proposal of any Bidder that is determined to be non-responsive. Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area be received in response to the RFQ. A competition is considered failed if only one responsive proposal is received. If a competition has been declared failed, SAIC then has the option to reopen the procurement or enter into a non-competitive procurement.

Withdrawing or Amending A Proposal

At any time prior to the scheduled deadline for receipt of proposals, the Bidder may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature

appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

Informalities/Minor Irregularities

SAIC reserves the right to waive minor irregularities or informalities in a Bidder's proposal when SAIC determines that it will be in SAIC's best interest to do so. Any such waiver shall not modify any remaining RFQ specifications or excuse the Bidder from full compliance with the RFQ specifications and other contract requirements if the Bidder is awarded the contract.

Vendor Indebted to the City

No contract will be knowingly awarded to any organization which, is in arrears to the City of Memphis with regard to any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

City Tax Exempt

The City of Memphis is exempt from federal excise, state and local taxes on all purchases. SAIC will provide tax exemption certificates, upon request, for each order actually placed.

7) PARTICULAR REQUIREMENTS

Bidders' attention is drawn to the following requirements included in Attachment 4, Terms and Conditions 9-932-025. Bidders must provide any comments or objections to Attachment 4 in their responses, by the date identified as **"SUBMITTAL DUE (MANDATORY)"** or they will be deemed to have agreed to all provisions of Attachment 4. Exceptions to the Terms and Conditions should be submitted as a word document using "track changes" to highlight exceptions.

Indemnity, Insurance Provisions

Bidder will be required to enter into a Contract with SAIC and must be able to meet the following insurance requirements:

Indemnification:

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its subcontractors or suppliers at any tier, or their employees, agents or representatives, arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims which are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

Insurance:

In accordance with subparts (i) and/or (ii) below, upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage's are in force and providing not less than thirty (30) days notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance coverage's below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverage's and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

To the extent that Seller is performing services under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated (waiver of subrogation must be listed on the certificate):

Workers Compensation: in accordance with the statutory requirements and limits of the State of Tennessee Employer's Liability $100,000 Each Accident $500,000 Disease – Policy Limit $100,000 Disease – Each Employee, including a waiver of subrogation obtained from the carrier in favor of Buyer;

Commercial General Liability: Comprehensive General Liability Insurance, covering Bodily Injury and Property Damage on an "occurrence" basis. . The coverage shall be provided on ISO occurrence Form CG 00 01 07 98 (or substitute form for providing equivalent or greater coverage) and include Premises and Operations, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage, including Premises/Completed Operations, and Personal Injury liability, with employee and contractual exclusions deleted. General Aggregate $1,000,000 Products – Completed Operations $1,000,000 Personal & Advertising $1,000,000 Each Occurrence $1,000,000 (Bodily Injury & Property Damage) Fire Damage (any one fire) $50,000 Medical Expense (any one Person) $5,000 ; Buyer, its officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;

Automobile Liability: in an amount no less than $1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insured's on the policy;

Professional Liability: if Seller is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Seller's performance of professional services with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate. All-Risk Property Insurance in an amount adequate to replace property, including goods covered by this Order, of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

To the extent that Seller is providing products under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:

The Contractor shall be responsible for maintaining any and all PROPERTY INSURANCE on its own equipment and shall require all subcontractors to do likewise.

Commercial General Liability as described above in Section 7 (c) (i);

Products Liability in an amount no less than $1 Million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the extent that coverage for Seller's products is not excluded in (i), this requirement does not apply;

All-Risk Property Insurance (as described above in Section 7 (c) (i) in an amount adequate to replace property of Buyer and/or Buyer's customer, including goods covered by this Order, which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

Proof of Coverage. Bidder shall ensure that proof of such insurance satisfactory to SAIC is delivered to the following on or before the effective date of this Agreement:

ATTN: SAIC Procurement
Attn: Renna' B. Green, Sr. Subcontracts Administrator

City of Memphis Risk Management Office
2714 Union Extended, Suite 200
Memphis, TN 38112

c/o City of Memphis, ITS
5125 Elmore Road, Ste. 6
Memphis, TN 38134

Such evidence shall specifically identify this Agreement and shall contain express conditions that SAIC is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance. Work shall not commence until proper proof is received.

Primary Coverage/SAIC and City as Additional Insured. Such Bidder insurance shall be primary to and not contributing with any other insurance maintained by SAIC, and shall name both the City and SAIC as additional insured on the Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability policies, and as loss payees on the Property and Commercial Crime Insurance policies.

Eligible Providers: All such insurance shall be issued by a company that is licensed to do business in the State in which the work is being performed and that has a rating equal to or exceeding A- from A.M. Best.

Right to Modify: SAIC shall have the right to include additional requirements or modify the current requirements at any time during the term of the subcontract agreement as it becomes necessary.

Failure to Procure Insurance: Failure on the part of Bidder to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which SAIC may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, SAIC has the right to go out and purchase insurance. The Bidder will be responsible for all costs and deductibles associated with the purchased insurance.

Claims Procedure: The Bidder agrees to notify SAIC immediately of any claim that may involve SAIC or the City of Memphis. Notification should be sent to the SAIC address set forth above.

8) EQUAL BUSINESS OPPORTUNITY (EBO) REQUIREMENTS

Equal Business Opportunity (EBO) Program

This contract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at www.memphistn.gov under "Doing Business". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises ("M/WBE") in the City's purchasing activities. Toward achieving this objective, the M/WBE participation goal for this solicitation is **0%.** The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates to achieve in the performance of contract resulting from this RFP; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBEs the Respondent plans to utilize in the performance of the contract resulting from this RFP.

Good Faith Efforts Documentation

If a Respondent proposes an M/WBE percentage less than the established goal, the Respondent must, at the time of the response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage. The ability of the Respondent to perform the work with its own work force will not in itself excuse the Respondent from making good faith efforts to meet participation goals. The determination of whether a Respondent has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.

Eligible M/WBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms. One or a combination of several M/WBEs may be utilized to meet the established goal of **0%**. A list of the City's eligible MWBE firms is included in the following file:

EBO Master List-October 4 2013.pc

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

City of Memphis, Contract Compliance Officer
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210 Fax: (901) 576-6560
Email: Mary.Bright@memphistn.gov

WE WOULD LIKE TO TAKE THIS OPPORTUNITY TO REMIND SUPPLIERS OF OUR COMMITMENT TO CONDUCT BUSINESS WITH UNCOMPROMISING INTEGRITY. THIS COMMITMENT IS CLEARLY ESTABLISHED IN SAIC'S CODE OF CONDUCT. SAIC EXPECTS SUPPLIERS TO CONDUCT THEMSELVES IN A MANNER CONSISTENT WITH THE PRINCIPLES OF OUR CODE OF CONDUCT. IN ADDITION, WE STRONGLY ENCOURAGE OUR SUPPLIERS TO HAVE PROACTIVE AND MEANINGFUL ETHICS PROGRAMS ESTABLISHED WITHIN THEIR ORGANIZATIONS. WE WANT OUR SUPPLIERS TO UNDERSTAND, FOSTER, AND MIRROR THE ETHICAL CONDUCT WE EXPECT FROM OUR EMPLOYEES IN ALL BUSINESS TRANSACTIONS. IF YOU BELIEVE THAT SAIC OR ANY OF ITS EMPLOYEES OR AGENTS HAS ACTED IMPROPERLY OR UNETHICALLY, PLEASE REPORT SUCH BEHAVIOR TO THE SAIC ETHICS HOTLINE (800) 435-4234.

1: PREPARATION OF OFFERS

All information shall be in ink or electronically prepared. Mistakes may be crossed out and corrections inserted before submission of your offer. The person signing the offer shall initial corrections in ink.

An authorized officer of the Offeror shall sign all offers.

All offers shall include the RFQ/P number shown.

2: LATE OFFERS

Formal offers, amendments, or requests for withdrawal of offers received after the date specified for submittal may not be considered.

3: ALTERNATE PROPOSALS

In addition to the offer solicited herein, the Offeror is invited to submit an alternate proposal, which may be advantageous to Science Applications International Corporation (“SAIC” or “Buyer”).

4: COMPLETENESS

All information required by RFQ/P must be supplied to constitute a responsive bid. Non-responsive offers may not be considered.

5: BRAND NAMES

Brand names and part numbers, when used, are for reference to indicate the performance or quality desired.

Equal items will be considered provided that the Offeror describes the article. Offers for equal items shall state the brand name and part number, or level of quality. The determination of the Buyer as to what items are equal shall be final and conclusive.

When brand name, part number, or level of quality is not stated by the Offeror, it is understood the offer is exactly as specified.

6: COUNTERFEIT PRODUCTS

For purposes of this clause, Goods are any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and Seller, including without limitation unauthorized copies, replicas, or

substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Offeror agrees and shall ensure that Counterfeit Goods are not delivered to SAIC. Goods delivered to SAIC or incorporated into other Goods and delivered to SAIC shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. If requested by SAIC, Bidder shall provide OCM/OEM documentation that authenticates products. Offeror shall report suspected or confirmed counterfeit items into the Government-Industry Data Exchange Program (GIDEP).

7: NET PRICES

Offered prices, unless otherwise specified, must be net, including transportation and handling charges, which shall be set forth as a separate line item on quotation/proposal. Transportation charges must be fully prepaid by Offeror to destination, and subject only to cash discount for prompt payment of invoices.

Prices should be quoted as “Unit” prices; do not quote “Lot” prices.

Provide pricing schedule based on specified price breaks, if any.

If applicable, furnish published price list with offer.

8: EVALUATION

Buyer reserves the right: (1) to award on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all offers, or any part thereof; (3) to waive any informality in the offers; and (4) to accept the offer that is in the best interest of SAIC. The Buyer's decision shall be final.

9: NO BID

In the event an offer cannot be submitted for the specified requirements as set forth in the RFQ/P, please provide an explanation as to why you are unable to bid on these requirements.

10: TAXES

Buyer may be exempt from the payment of any federal excise or any state sales tax. The price offered must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Buyer.

11: AWARD

The order will be awarded to the lowest responsible and responsive Offeror complying with all the provisions of the RFQ/P, provided the offered price is reasonable and is in the best interest of Buyer. The Buyer reserves the right to reject the offer of an Offeror who has previously failed to perform properly or complete on time, contacts of similar nature, or the offer of an Offeror who, under investigation shows is not in position to perform the order.

12: ACCEPTANCE

A written award mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party.

13: SERVICE LIFE

When applicable, all Offerors will state their company policy regarding the return of defective and unserviceable items or products as well as the minimum service life of the offered item or product.

14: DELIVERY

When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid. Collect shipments can be accepted only with proper advance notification, and only with specific approval from the Buyer. Delivery must be no later than four (4) weeks After Receipt of Order (ARO).

15: PACKING SLIPS OR DELIVERY TICKETS

When applicable, all shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets in duplicate and shall contain the following information for each item delivered:

Purchase Order Number

Item Number

Description or Part Number

Quantity Ordered

Quantity Shipped

Name of the Supplier

The above requirement is extremely important when accepting shipments. Offerors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

16: LIABILITY

The Offeror shall hold Buyer, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted compositions; secret process, patented or unpatented invention; articles or appliances furnished or used under this bid, and agrees to defend, at Offeror's expense, any and all actions brought against Buyer, or itself because of the unauthorized use of such articles.

17: GENERAL

Any Purchase Order or Subcontract issued as a result of this Request for Quote/Proposal is subject to Buyer's Terms and Conditions regardless of Offeror's terms and conditions submitted with the proposal. Specific exceptions are to be noted as part of Offeror's proposal and if incorporated into Buyer's Purchase Order or Subcontract will become binding on the parties.

18: TERMS and CONDITIONS

This prospective order is subject to the following attachments as checked:

Commercial

☐ SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Goods

☐ SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Services

☐ SAIC Subcontract Terms and Conditions (Firm-Fixed Price)

☐ SAIC Subcontract Terms and Conditions (Time & Materials/Labor Hour)

☐ Other: 9-932-024 Subcontract Agreement Firm Fixed Price (Rev. 05-25-2012 Memphis 30 day

Government

☐ SAIC Purchase Order Standard Terms and Conditions 9-932-001 (Rev City of Memphis 01/01/2012)

☐ SAIC Terms and Conditions for Commercial Items (Government)

☒ SAIC Schedule A Subcontract Specific Terms and Conditions 9-932-025 (Rev.05-24-2012 Memphis)

☐ SAIC Schedule B Part I U.S. Government Terms and Conditions

☐ SAIC Schedule B Part II (Agency)

☐ SAIC Schedule B Part III (FAR Part 12 Subcontracts)

☐ Solicitation/prime special terms and conditions

If a U.S. Government Contract is indicated, you are required to follow the provisions of DPAS 15 CFR 700 and all other applicable regulations and orders of the U.S. Department of Commerce in obtaining products, materials and services needed to fill this order. This order is certified for national defense under DPAS, if a rating is shown.

U.S. Government Solicitation/Contract:

No. n/a

DPAS Rating: n/a

19: GRATUITIES

By acknowledgment of response to this RFQ/P, the Offeror hereby certifies that no gratuities were offered by the Offeror or solicited by any SAIC employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the SAIC Chief Procurement Officer at 703-676-6100.

20: BID SECURITY

The following bid security (if any) is applicable as outlined below: n/a

21: VALIDITY PERIOD

The Offeror's offer shall remain valid for a period of 180 calendar days from the Buyer's due date (or other period of time as mutually agreed upon in writing by the parties).

Attachment 1

RFQ # SAIC CoM 2014 - RG R72718

Scope of Work

Introduction

The City of Memphis requires support services for the library branches Print Management system environment. The software running at the libraries is Pharos Systems *Print Optimization and Management* solution Uniprint version V8.37184 and SignUp version V8.37184. This software is currently operational at 18 locations supporting approximately 550 desktop computers, 21 debit card dispensers, 28 debit card readers, 24 black and white printers and 23 color printers. This statement of work describes the effort required to provide ongoing support of the environment.

Scope of Work

The effort requires ongoing operational support include support of the application software, database system and software and the supporting peripheral devices utilized by the Pharos system to provide services to City of Memphis Library users.

The following support requirements are within the scope of this SOW:

Daily Morning Routine

The SOW requires onsite coverage at the Central Library beginning at 7:30 am – 4:00 pm each work day (Monday through Friday). The following tasks are required by the support resource(s) to be performed each morning:

- Inspect printers operational performance
- Check paper levels and fill as needed
- Check print ink levels and fill as needed
- Check for and clear paper jams
- Refill debit card dispensers w/debit card supply
- Check release stations operational performance
- Maintain the inventory of consumable supplies (printer paper, ink cartridges, printer maintenance kits) required to support the network printing and PC reservation solution. Maintaining the inventory does not include the purchase of supplies, instead notifying the City when inventory is below a defined threshold.

Maintenance on Pharos Software Environment

The resource(s) will conduct annual site visits to the Central Library and 17 library branch locations to perform maintenance support on the Pharos network printing and PC reservation solution. Annual site maintenance and support activities include:

- Pharos software updates
- Microsoft software updates
- Anti-virus software updates
- Printer hardware maintenance
- Intercard debit card equipment maintenance

Software and Hardware Environment Description
The City of Memphis has standardized its computing environment on the use of the Microsoft operating system software version 7, for computer servers and desktop computers. The City of Memphis has recently upgraded the desktop computing environments at the Libraries and is running MS Windows version 7 for the desktops and servers.

The City of Memphis has standardized the desktop computing environment at the Libraries on HP Compaq 6300 All in One computers which were installed in the 3rd Quarter of 2013.

Hardware support of the printers running at the libraries is required by the vendor. The City provides Hardware an Operating System support for break/fix and iMAC activities. The vendor will be responsible for reporting hardware issues with the computers, printers and card readers/dispensers using the City's service request process.

Standard Times of Operation
The Library system closes on President's Day, Good Friday, MLK Memorial Holiday (April 4th), Veteran's Day, the Wednesday before Thanksgiving, The Friday after Thanksgiving, or New Year's Eve. Except for the following exceptions, resource(s) coverage will be provided.
The resource(s) will notify the Library's Electronic Services supervisor by e-mail of any vacation or personal leave in advance and schedule coverage for those days. The resource(s) will notify the Electronic Services supervisor by phone of any sick leave, or any other unexpected leave. Unscheduled leave (sick, bereavement, etc.) will be covered by the vendor with appropriate resource capacity beginning on the second consecutive day of said leave.

Term of Contract

The Term of the Contract will commence upon execution of a binding SAIC Agreement by the chosen vendor. Vendor will provide equipment or service, or both, for a period of one (1) year (the "Initial Term"), beginning on the date of the contract execution. SAIC reserves the option to extend the contract term for two (2) additional periods of twelve (12) months (the "Additional" Term) in its sole discretion.

The contract will remain in full force and effect between SAIC and Vendor until terminated or amended by both parties. Subsequent to the Initial Term, Vendor may terminate or present an amendment to this Agreement, upon thirty (30) days prior, written notice. At any time, SAIC may terminate or present an amendment to this Agreement, upon ten (10) days prior, written notice. In the event that this Agreement expires without a replacement contract having been achieved by SAIC, the existing contract will continue on a month-to-month basis as equipment or services are needed, on the same terms and conditions and at the same prices as in effect on the date of expiration.

Branch Locations

Library Name	Address
Bartlett Library	6382 Stage Road
Benjamin Hooks Central Library	3030 Poplar Avenue
Cossitt Branch Library	33 South Front Street
Cornelia Crenshaw Branch Library	531 Vance Avenue
Cordova Branch Library	8457 Trinity Rd.
Frayser Branch Library	3712 Argonne Sharpe
Gaston Park Branch Library	1040 S. Third St.
Cherokee Branch Library	3300 Sharpe
Hollywood Branch Library	1530 N. Hollywood
Levi Branch Library	3676 Hwy 61 South
North Branch Library	3712 Argonne Sharpe
Whitehaven Branch Library	4120 Mill Branch Road
Parkway Village Branch Library	4655 Knight Arnold
Poplar-White Station Branch Library	5094 Poplar Ave.
East Shelby Branch Library	7200 East Shelby Dr.
Raleigh Branch Library	3157 Powers Road
Randolph Branch Library	3752 Given
South Branch Library	1929 South Third Street

Attachment 2

RFQ # SAIC CoM 2014 - RG R72718

City of Memphis

PROFESSIONAL RESOURCES -**Pharos and Peripheral Support Services**

Pricing Table

Pricing for this RFQ is to be Time and Material labor only with no travel or other direct costs. Please list your rate for the positions of Pharos and Peripheral Support Services and include the candidate names with resumes.

	RATE $	**RATE $**	**RATE $**
	4 Months	**7/1/2014 – 6/30/2015**	**7/1/2015 – 6/30/2016**
Pharos & Peripheral Support Services	$		

Candidate Names:

Pharos and Peripheral Support Services

1._____

2._____

3._____

4. _____

5. _____

Attachment 3

RFQ # SAIC CoM 2014 – RG R72718

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

Not Applicable

PROJECT TITLE: City of Memphis

Pharos and Peripheral Support Services

Project M/WBE GOAL: 0%

The following sections must be completed by Vendor. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

_____

Bidder's Name

Section A - If the Vendor is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the Vendor commits to the use of the firms listed below.

$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #

Total	$	%
MBE		
WBE		

THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.

CITY OF MEMPHIS

GOOD FAITH EFFORT DOCUMENTATION FORM

Not Applicable

To The Honorable Mayor City of Memphis, Tennessee

From:

VENDOR NAME _____

PROJECT TITLE: City of Memphis

Pharos and Peripheral Support Services

Enclosed please find the required documents:

Said Bidder ____did / or ____ did not attend the project pre-bid meeting.

*Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).

Said Bidder _____did / or ____ did not select economically feasible portions of the work to be performed by M/WBE firms.

*List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.

*Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)

The Bidder____ did / or ____ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

*List (on attached sheets as required) all M/WBE firms contacted that the Vendor considered not to be qualified, and a statement of the reasons for the Vendor's conclusions. If no firms were found to be non-qualified, please state so.

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk '*') MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

_____

Contractor's Name

_____ _____

Signature Printed or Typed Name and Title

Attachment 4

RFQ # SAIC CoM 2014 – RG R72718

City of Memphis Professional Resources

SAIC Terms and Conditions
AGREEMENT

SUPPLIER:	**AGREEMENT No.:**
ADDRESS:	
	AGREEMENT TYPE: **IDIQ - Time and Material/Labor Hour**
	MINIMUM VALUE: Amount of First Work Order **MAXIMUM VALUE: $**

SCHEDULE A
SPECIFIC TERMS AND CONDITIONS

This Agreement, effective _____is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC" or the "Buyer"), and _____(hereinafter known as "Supplier"), a **corporation or partnership, etc.** The work to be performed by Supplier under this Agreement will support SAIC's work under Prime Contract with **City of Memphis** that has been issued by **City of Memphis**. The work defined in individual work order statements of work and schedules will be performed on a Time and Material/Labor Hour basis in accordance with this Schedule A (Specific Terms and Conditions), and any document referenced herein.

1.0 TERM

The period of performance for This Agreement is **<insert date>** through **30 June 2013**, unless modified in writing by mutual agreement of the parties. Supplier is not obligated to continue work or perform services, and SAIC is not obligated to compensate Supplier for work performed or expenses incurred or committed before or after these dates.

1.1 OPTIONS TO EXTEND TERM

SAIC may exercise the options below to extend the term of this Agreement by giving written notice to the Supplier before the end of the then current term:

July 1, 2014 – June 30, 2015
July 1, 2015 – June 30, 2016

2.0 INDEFINITE DELIVERY/INDEFINITE QUANTITY

(a) Supplier shall perform only as authorized by work orders issued in accordance with Article 3.0.

(b) There is no guarantee that SAIC will issue any work orders, nor is there any limit on number of work orders that SAIC may issue. The Minimum Value of this Agreement is the value of the initial work order issued hereunder. The Maximum Value of all work orders that SAIC may issue under this Agreement. There is no guaranteed minimum or maximum amount of services to be contracted under this Agreement, and the Agreement does not grant Supplier the exclusive right to provide any products or services. Supplier will not perform any services or deliver any goods under this Agreement unless and until SAIC issues a Work Order therefore.

(c)Exclusivity of supply is neither implied nor intended and SAIC is free to purchase the same or similar services from sources other than the Supplier.

3.0 WORK ORDERS

(a) No goods or services shall be furnished under this Agreement except to the extent ordered by the undersigned or SAIC's Contractual Representative set forth in Article 8.0.

(b) All work orders issued hereunder are subject to the terms and conditions of this Agreement. The Agreement shall govern in the event of any conflict with the terms and conditions of any work order.

(c) Work orders shall be deemed issued for purposes of this Agreement at the time SAIC deposits the work order in the mail. If the work order is transmitted by other means, it shall be deemed issued when physically delivered to Supplier.

(d) Work orders may be preceded by the issuance of a request for quote (RFQ) by SAIC. Supplier shall provide the requested proposal within the time period set forth in the RFQ.

(e) Work orders may be modified in accordance with Section 18 of this Agreement.

(f) No sales to or travel in foreign countries is authorized hereunder.

(g) Travel, Overtime, and Materials are not authorized under this agreement.

4.0 NOT TO EXCEED (NTE) VALUE

Individual work orders will be in accordance with Attachment I Statement of Work and will contain NTE Values, and SAIC shall have no obligation to compensate Supplier for any amount exceeding the NTE Value in a specific work order.

5.0 FUNDING

Each work order will be individually and separately funded. Unless the work order is modified in writing by mutual agreement of the parties, Supplier is not obligated to incur expenses or make commitments in excess of the amount stated in each work order and SAIC is not obligated to compensate Supplier beyond such amount.

6.0 INVOICES

Individual work order invoices shall be submitted to SAIC on a monthly basis and shall contain the following information: SAIC as the billed to address, Supplier's remit to address, this Agreement number/work order number, labor categories, hourly rates, and extended dollar

totals by category. (Material, Travel and other direct costs are not billable to this agreement.) Invoices will be delivered (preferably in PDF format by email) to:

Science Applications International Corporation
Attention: Renna' B. Green, Sr. SCA
5125 Elmore Road, Ste. 6
Memphis, TN 38134
Email address: Renna'.b.green@saic.com

Invoices shall clearly reference a unique invoice number on each invoice, the period of incurred costs, and the date of the invoice.

Invoices shall be signed and dated by Supplier's authorized representative, verifying the costs included are correct.

Invoices shall be accompanied by timesheets that have been signed by an authorized City of Memphis department manager for the services being invoiced and an SAIC Manager/Lead.

Final invoices shall be submitted within forty-five (45) days from termination or end of agreement.

7.0 PAYMENT

Supplier will invoice SAIC monthly, in arrears. SAIC shall make payment within 30 days after receipt of a complete and proper invoice, submitted in conformance with the instructions herein. SAIC may offset against any payment due hereunder any amount owed to SAIC by Supplier.

Supplier may select Automated Clearing House Credits ("ACH funds transfer") as the means of settlement. With regard to such ACH funds transfer, a payment from SAIC to Supplier shall be considered timely with respect to any payment due date contained herein if the ACH funds transfer is completed no later than four (4) business days after such payment due date. SAIC shall not be in breach of these terms and conditions, or suffer any loss of discount or other penalty, with respect to an ACH funds transfer that was initiated properly and timely by SAIC to the extent its completion is delayed because of failure or delay by the ACH funds transfer system, the operation of an ACH funds transfer system rule which could not be anticipated by SAIC, or rejection by the Supplier's bank.

8.0 TECHNICAL AND CONTRACTUAL REPRESENTATIVES

The following authorized representatives are hereby designated for this Agreement:

SUPPLIER:		SAIC:	
TECHNICAL:		TECHNICAL:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE	
EMAIL:		EMAIL:	
CONTRACTUAL:		CONTRACTUAL:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

All notices or other written communication required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, facsimile (with confirmed receipt), electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's above-identified contractual representative. Individual work orders may specify other point of contacts which shall take precedence over this Article.

9.0 PERSONNEL

(a) Personnel assigned to the labor categories set forth in Article 4.0 shall meet or exceed the minimum qualification and experience requirements specified in Attachment II, Labor Categories/Qualifications.

(b) If required by Attachment I, Supplier shall designate "Key Personnel" who are essential to the successful completion and execution of this Agreement. Key Personnel shall perform all work necessary for the timely and quality completion of the work to which they are assigned. Supplier may not substitute or replace a Key Personnel without SAIC's prior written approval. Supplier's Key Personnel will be identified in individual work orders.

(c) SAIC reserves the right to direct the removal of any individual assigned to this Agreement.

10.0 WARRANTY

In addition to any other warranties specified herein or provided by the manufacturer, Supplier warrants that; 1) the services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature; and 2) that any goods delivered under this Agreement will be new, unless otherwise specified, and for a period of one (1) year following acceptance be free from defects in design, material and workmanship. All goods and services will conform to applicable specifications, drawings, and standards of quality and performance. In the event of any breach of the foregoing warranties, Supplier shall, at its own expense, at SAIC's election either: (1) re-perform the non-conforming services and/or correct the non-conforming goods to conform to this standard; or (2) refund to SAIC that portion of the amounts received by Supplier attributable to the non-conforming services and/or goods. All warranties of Supplier shall inure to the benefit of both SAIC and SAIC's customers. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by SAIC.

11.0 INDEMNIFICATION

(a) Supplier shall indemnify, defend and hold SAIC and SAIC's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Supplier's (or any of Supplier's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein; (iii) breach of the confidentiality or disclosure provisions herein; (iv) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (v) violation of any law or regulation. Notwithstanding the foregoing, Supplier's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of SAIC.

(b) SAIC shall promptly notify Supplier of any claim that is covered by this indemnification provision and shall authorize representatives of Supplier to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

(c) If the sale or use of any item delivered under this Agreement is enjoined as a result of Supplier's infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right, Supplier shall obtain, at no expense to SAIC, the right for SAIC and its customers to use and sell said item or shall substitute an equivalent item acceptable to SAIC.

12.0 INSURANCE

In accordance with subparts (a) and/or (b) below, upon Buyer's request Supplier agrees to provide Certificates of Insurance evidencing that the required insurance coverage's are in force and providing not less than thirty days notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Supplier's other obligations or liabilities set forth in this Order.

(a) To the extent that Supplier is performing services under this Order, Supplier agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:

(i) Statutory Workers' Compensation and Employers' Liability in an amount no less than $1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;

(ii) Commercial General Liability in an amount no less than $1 Million per each occurrence and $2 Million in the aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;

(iii) Automobile Liability in an amount no less than $1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insured's on the policy;

(iv) Professional Liability if Supplier is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Supplier's performance of professional services with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

(v) All-Risk Property Insurance in an amount adequate to replace property, including goods covered by this Order, of Buyer and/or Buyer's customer which may be in the possession or control of Supplier. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

(c) To the extent that Supplier is providing products under this Order, Supplier agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:

(i) Commercial General Liability as described above in Section 12 (a) (ii);

(ii) Products Liability in an amount no less than $1 Million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the extent that coverage for Supplier's products are not excluded in (i), this requirement does not apply;

(iii) All-Risk Property Insurance (as described above in Section 12 (a) (v)) in an amount adequate to replace property of Buyer and/or Buyer's customer, including goods covered by this Order, which may be in the possession or control of Supplier. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

13. - CONFIDENTIALITY AND USE OF BUYER FURNISHED ITEMS/INFORMATION

Supplier agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as "Items/Information", and use such Items/Information only in the performance of this Agreement or, if authorized, other orders from Buyer and not otherwise, without Buyer's prior written consent. Notwithstanding any other provision herein, Buyer and Supplier shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property.

All such Items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Supplier for the performance of this Agreement and specifically charged to Buyer, are the property of Buyer.

Upon completion, expiration or termination of this Agreement, Supplier shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Supplier agrees to replace, at its expense, all such Items not so returned. Supplier shall make no charge for any storage, maintenance or retention of such Items. Supplier shall bear all risk of loss for all such Items in Supplier's possession.

Supplier also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Supplier agrees: (i) not to substitute any other material for such

fabrication without Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

14.0 DISCLOSURE

During the term of this Agreement and for a period of five (5) years after the completion of the last work order issued hereunder, Supplier shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is required by law or necessary for the performance of this Agreement. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of SAIC which shall not be unreasonably withheld.

15.0 COMPLIANCE WITH LAW

Supplier agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under. All Supplier personnel providing services under this Agreement which require specific Federal, State, or local governmental licenses or credentials shall maintain such licenses or credentials current and valid throughout the period of Agreement performance.

By signing this Agreement, Supplier represents that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If, during the term of this Agreement, this information changes, Supplier shall notify SAIC without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

16.0 EXPORT CONTROL COMPLIANCE

Supplier shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”). The subject technology of this Agreement (including data, services, software and hardware provided hereunder, defined as “Controlled Technology”) may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22CFR120.16 may require an export authorization. SUPPLIER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Agreement.

Supplier hereby certifies that all Supplier employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3).

17.0 ORGANIZATIONAL CONFLICT OF INTEREST

Supplier represents and warrants that its performance of this Agreement does not constitute and will not create an organizational conflict of interest (OCI) under any applicable OCI clause or regulation. If during the course of performance, Supplier becomes aware of any actual or potential organizational conflict of interest caused by its performance of this Agreement, Supplier shall promptly notify SAIC in writing of the nature of such actual or potential organizational conflict of interest.

18.0 CHANGES

Buyer may, by written notice to Supplier at any time before completion of this Agreement , make changes within the general scope of this Agreement in any one of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and (e) make changes in the amount of Buyer furnished property. If any such change causes a material increase or decrease in any hourly rate, the ceiling price, or the time required for the performance of any part of the work under this Agreement, the Buyer shall make an equitable adjustment in the Not-To-Exceed price, hourly rates, or delivery schedule, and shall modify the Agreement. The Supplier must have notified Buyer in writing of any request for such adjustment within twenty (20) days from the date of such notice from Buyer or from the date of any act of Buyer that Supplier considers constitutes a change. Failure to agree to any adjustment shall be a dispute under article 21.0 Disputes of this Agreement. However, Supplier shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

19.0 TERMINATION

TERMINATION FOR CONVENIENCE

(a) SAIC shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing twenty (20) days written notice to Seller. Upon receiving notice of such termination, Seller shall
   (i) stop all work on this Order on the date and to the extent specified;
   (ii) place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
   (iii) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
   (iv) protect all property in which SAIC has or may acquire an interest.

(b) Within twenty (20) days from such termination, Seller may submit to SAIC its written claim for termination charges in the form prescribed by SAIC, it being understood and agreed that only Seller's actual cost incurred and no profit shall be allowed for quantities terminated pursuant to this clause. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all SAIC's liability arising out of such termination.

(c) SAIC reserves the right to verify claims hereunder and Seller shall make available to SAIC, upon its request, all relevant books and records for inspection and audit. If Seller fails to afford SAIC its rights hereunder, Seller shall be deemed to have relinquished its claim.

TERMINATION FOR DEFAULT

(a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:
   (i) Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or
   (ii) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

(iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

(iv) Seller fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance by Seller.

(b) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar goods or services.

(c) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.

(d) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.

(e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the goods or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

20.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21.0 DISPUTES

SAIC and Supplier agree to enter into negotiations to resolve any dispute arising under or relating to this Agreement. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are unsuccessful, any and all claims against the Supplier shall be submitted to a court of competent jurisdiction and either party may initiate litigation.

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Shelby County or the United States Western District of Federal Court within the State of Tennessee and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court

22.0 AUDIT

At any time before final payment under this Agreement and for three (3) years thereafter, SAIC may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by SAIC not to have been properly payable and shall also be subject to reduction

for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by Supplier as the "completion voucher" and supporting documentation, and upon compliance by Supplier with all terms of this Agreement, SAIC shall pay any balance due Supplier.

23.0 AGREEMENT AND ORDER CLOSEOUT

Work Orders shall be closed on an individual basis. Supplier agrees to submit within thirty days after the end of the period of performance a FINAL invoice bearing the statement, "*FINAL INVOICE.*" SAIC may unilaterally close out this Agreement if the Supplier fails to submit the closeout documentation within the specified time period.

24.0 ASSIGNMENTS AND SUBCONTRACTS

This Agreement and work orders may not be assigned, novated or otherwise transferred by operation of law or otherwise by either party without the other parties' prior written consent, which consent shall not be unreasonably withheld, provided, however, that SAIC may deny consent where it is in SAIC's best interest to do so. Notwithstanding the foregoing, Supplier hereby consents to SAIC's assignment of this Agreement and any work orders hereunder to the City of Memphis, or any third party that succeeds SAIC in providing services to the City of Memphis.

Additionally, Supplier agrees to obtain SAIC's approval before subcontracting this Subcontract or any order or any portion thereof; this limitation shall also apply to the purchase of standard commercial goods or raw materials.

25.0 GENERAL RELATIONSHIP

SAIC shall be solely responsible for all liaison and coordination with SAIC's customer as it affects the applicable prime contract and this Agreement. Supplier's communications with SAIC's customer shall be limited to those necessary for the Supplier's performance under this Agreement. Any other communications between Supplier and SAIC's customer requires the prior written approval of SAIC.

Supplier is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

26.0 NON-WAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms and conditions in the Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

27.0 ORDER OF PRECEDENCE

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Specific Terms and Conditions Form 9-932-043 (Rev.05-25-2012 Memphis 30 day).
2. Attachment I: Work Order Statement of Work and Schedule and any referenced specifications.

3. Attachment II: Labor Categories/Qualification

28.0 SURVIVAL

If this Agreement expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following articles: 4.0, 6.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 16.0, 17.0, 19.0, 20.0, 21.0, 22.0, 23.0, 24.0, 25.0, 26.0, 28.0, 29.0, 30.0, 31.0, and 36.0.

29.0 EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Supplier hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Supplier shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Supplier fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this order may be canceled, terminated or suspended in whole or in part by SAIC, and Supplier may be prohibited from contracting to supply goods and/or services to SAIC or the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with SAIC.

30.0- BUSINESS LICENSE

Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed purchase order or entering into a contract with the Supplier, the successful Supplier, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Service's; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

31.0 CITY'S RIGHTS

SAIC and Supplier understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis is hereby expressly made a third party beneficiary of this Agreement. This Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, or such other third party as the City of Memphis directs, whereupon SAIC shall have no further interests herein.

32.0 EQUAL EMPLOYMENT

Supplier agrees to comply fully with the equal requirements of Title VII of the Civil Rights Act of 1964, and with Title VI of the Civil Rights Act of 1964 and all other applicable federal, state or local laws prohibiting discrimination. No person will be excluded from participation in or be denied benefits of, or be otherwise subjected to discrimination in the performance of this purchase order, or in the employment practices of the Supplier. In the event Supplier fails to comply with the nondiscrimination requirements, SAIC may cancel, terminate or suspend, in whole or in part, this order. SAIC encourages participation of small and minority businesses in the purchasing process.

33.0 PUBLIC RECORDS

Supplier acknowledges that purchases hereunder are subject to the terms and conditions of the Tennessee Open Records Act.

34.0 OCCUPATION OF FACILITIES

Supplier shall permit City and/or SAIC and their agents and representatives to enter into those portions of the City and/or SAIC facilities occupied by Supplier staff at any time to perform facilities-related services.

Supplier shall not make any improvements or changes involving structural, mechanical or electrical alterations to the City and/or SAIC facilities without the City's and/or SAIC ' prior written approval. Any improvements to the City and/or SAIC facilities will become the property of the City and/or SAIC.

When the City and/or SAIC facilities are no longer required for performance of the services described in Exhibit "A" or any applicable Work Order, Supplier shall return such facilities to the City and/or SAIC in substantially the same condition as when Supplier began use of such facilities, subject to reasonable wear and tear.

35.0 INTELLECTUAL PROPERTY RIGHTS

Buyer shall own all right, title, and interest in and to all tangible and intangible results and items arising in the course of performing or constituting the results of the work performed under this Agreement, including without limitation all inventions, know-how, documentation, software and data (the “Technology”), and all intellectual property rights therein, including without limitation all current and future worldwide patents and other patent rights, copyrights, trade secrets, and all applications and registrations with respect to any of the foregoing. The Supplier hereby irrevocably transfers, conveys and assigns to Buyer in perpetuity all right, title, and interest in and to the Technology, including without limitation all intellectual property rights with respect thereto. Buyer shall have the exclusive right to apply for or register patents, copyrights, and such other proprietary protections as it wishes.

Except as expressly authorized in writing by the Buyer, the Supplier shall not retain any rights to use, sell, distribute, publish, reproduce, modify, create derivative works of, make, or have made any of the Technology. Nothing otherwise contained in this Agreement shall be implied to grant the Supplier any license with respect to the Technology or to the work performed hereunder or the results thereof.

36.0 CONDITIONAL AGREEMENT

This Agreement is conditioned upon: (I) the City approving the commitment of funds for this project and approving the contract through SAIC; and (2) the issuance by SAIC of Work Order document(s) hereunder.

37.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail or sent via courier service, postage prepaid, addressed to the parties at the addresses set forth below. Addresses may be changed by either party giving ten days prior written notice thereof to the other party

SAIC: **Supplier:**

Renna' B. Green
Sr. Subcontracts Manager
5125 Elmore Road
Ste. 6
Memphis, TN 38134
Tel. No. 901-636-7029
Email Renna'.b.green@saic.com

38.0 STANDARDS OF BUSINESS ETHICS & CONDUCT

SAIC is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that SAIC employees adhere to a particularly high ethical standard in accordance with SAIC's Code of Conduct, which may be viewed at http://investors.saic.com/phoenix.zhtml?c=193857&p=irol-govconduct. SAIC's expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the SAIC Code of Conduct. In addition, SAIC strongly encourages that Supplier have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Supplier wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Supplier to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Supplier has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this agreement/order, Supplier shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available www.saic.com under Corporate Governance in Investor Relations. SAIC provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of SAIC.

39.0 CONFLICT OF INTEREST AND ANTI-KICKBACK

Supplier shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with SAIC's or SAIC's customer's best interests in connection with this Order. This obligation shall apply to the activities of Supplier's employees and agents in their relations with SAIC's employees, their families, Suppliers and third parties arising from this Order and accomplishing work hereunder. Supplier's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, kickbacks or other considerations for any purpose whatsoever. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Supplier agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Supplier's failure to comply with the provisions of this provision.

40.0 NOTICE TO SAIC SUBCONTRACTORS REGARDING MONITOR

As part of the CityTime settlement reached with the United States Attorney's Office for the Southern District of New York ("U.S. Attorney's Office"), SAIC entered into a deferred prosecution agreement (the "Agreement") and agreed to retain an independent monitor. Under the terms of its Agreement, SAIC is required to notify all of its subcontractors of the appointment

of the monitor and its responsibilities, and require that all SAIC subcontractors provide the same notice to all of its employees and agents performing work under the SAIC subcontract. As such, SAIC requests that you provide the information below to those applicable employees and agents within ten days of the execution of this Subcontract.

Under the Agreement, SAIC has retained Contractor Integrity Solutions, LLC (CIS) as an independent monitor appointed by and reporting to the U.S. Attorney's Office for a period of three years, from August 1, 2012. The monitor will review SAIC's compliance with the DPA and recommend any actions believed necessary for compliance. The monitor will also review SAIC's Ethics and Compliance program, procurement and subcontracting policies and practices, treatment of whistleblowers and their complaints, and conduct of non-federal government contracting. The monitor will take appropriate steps to maintain the confidentiality of any non-public information.

All subcontractors and their agents may communicate with CIS, at any time, either anonymously or otherwise. CIS may be reached via toll-free number at 800-760-4332, by email at RJB@rjbednar.com or by mail to Richard J. Bednar, 1001 Pennsylvania Ave, NW, 8th Floor Mailroom, Washington, DC 20004-2595. Further, any subcontractor employee or agent that becomes aware of any potential violation of law or any potential unethical conduct related in any way to their subcontract with SAIC, is obligated to report such conduct to SAIC at the same toll-free number, 800-760-4332, or to CIS. No subcontractor employee or agent will be penalized in any way for contacting the monitor. These notice obligations do not relieve any individual from abiding by the individual ethics policies established by their company, or regulatory obligations under the FAR or other applicable statutes.

41.0 ENTIRE AGREEMENT

The parties hereby agree that this Agreement shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

In witness whereof, the duly authorized representatives of SAIC and the Supplier have executed this Agreement on the dates shown**.**

SUPPLIER:	**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION:**
	x
X	x
(Signature)	(Signature)
NAME:	**NAME: RENNA' B. GREEN**
(Type or Print)	(Type or Print)
TITLE:	**TITLE: SR. SUBCONTRACTS ADMINISTRATOR**
DATE:	**DATE:**

Attachment I
Work Order Statement of Work

<SAMPLE>Job Title:

Period of Performance/Schedule:

Statement of Work to be performed:

Cost: XXXX per hour/full-time.

Payment will only be made for hours approved, documented and worked.

Holidays: SAIC observes all City of Memphis Holidays, of which none will be paid to subcontractor. If subcontractor works 40 hours during a week that includes holiday(s), subcontractor will only be paid for the number of City work days.

Employment Eligibility Verification & Background Checks: Vendor shall conduct and provide proof of all necessary employment eligibility verifications for Vendor personnel performing work under this Agreement, including but not limited to verification that such Vendor personnel has secured a valid visa, passport and/or green card. In addition, Vendor shall conduct civil, criminal, litigation, and educational background checks with respect to each resource proposed under this Agreement. In submitting a resource under this Agreement, Vendor warrant that there were no adverse or negative findings as a result of this background check in any aforementioned areas.

Attachment II
Labor Categories/Qualifications

To be completed with individual Work Orders, as appropriate.

EXHIBIT A
EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME:	
VENDOR NAME:	
CLIENT:	SAIC and CITY OF MEMPHIS

GENERAL INFORMATION:

Your employer has entered into a contract with the CLIENT identified herein to provide certain services to CLIENT. In order to perform services or work under this contract, your signature on this Employee Acknowledgement and Confidentiality Agreement is required.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the VENDOR, referenced above, is my sole employer for purposes of the above referenced contract, I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above referenced contract.

I understand and agree that I am not an employee of the CLIENT for any purpose whatsoever, and that I do not have and will not acquire any rights or benefits of any kind from the CLIENT by virtue of my performance of work under the above referenced contract.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above referenced contract. I agree to forward all requests for the release of any data or information received by me to the CLIENT's Project Director, for the above referenced Contract, and to my immediate supervisor.

I agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from the CLIENT.

All materials, including, but not limited to, data, information, computer program, design, and details of systems feature and marking plans, which the VENDOR gains access to or knowledge of in the performance of this Agreement shall be deemed proprietary information of CLIENT. I hereby agree not to disclose for a period of five (5) years, commencing with the date of the termination of this Agreement, any part of the proprietary information to other persons, and I agree to keep proprietary information confidential. Information is not considered confidential if it can be obtained through open records procedures or independently through a third party who has legal authority to release the material.

I agree to return all confidential materials to my immediate supervisor upon completion of the Contract, or termination of my employment with my employer, whichever occurs first. I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the CLIENT may seek all possible legal redress.

SIGNATURE: _____ NAME (Print): _____

DATE: ____/____/____ POSITION: _____

Attachment 5

REPRESENTATIONS AND CERTIFICATIONS

PART D

TO BE COMPLETED IF QUOTATION EXCEEDS $30,000 AND IS NOT FOR THE ACQUISITION OF SUPPLIES

ORGANIZATIONAL CONFLICT OF INTEREST - DISCLOSURE OR REPRESENTATION

FOR SOLICITATION/CONTRACT/TASK ORDER: _____

(CHECK ONE OR THE OTHER BUT NOT BOTH)

[ ] OCI REPRESENTATION STATEMENT

Seller hereby certifies that Seller's performance of its obligations under any subcontract that may be issued as a result of this Request for Proposal will not be biased because of its financial, contractual, organizational or other interests which relate to the proposed work; Seller will be able to render impartial, technically sound, and objective assistance or advice; and Seller will not obtain any unfair competitive advantage over other parties by virtue of its performance of the proposed subcontract.

[ ] OCI DISCLOSURE STATEMENT

Seller hereby certifies that the circumstances as to why Seller cannot make the foregoing "OCI Representation Statement" certification are fully disclosed on the attached ___ page(s) and formatted to show:

a. For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;
b. The company, agency, organization in which you have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
c. A brief description of relationship;
d. A period of relationship;
e. The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.)

CERTIFICATION AND REPRESENTATION

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER U.S.C. SECTION 1001, TITLE 18.

_____

COMPANY NAME (TYPE OR PRINT)

_____

NAME AND TITLE OF PERSON AUTHORIZED TO BIND OFFEROR

_____

SIGNATURE DATE

The offeror shall provide immediate written notice to Science Applications International Corporation if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.