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

City of Memphis Network Penetration Services

RFQ # SAIC CoM 2014 RG R85393

Issue Date: January 31, 2014

Response Date: February 21, 2014

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City of Memphis Network Penetration Services
RFQ # SAIC CoM 2014 RG R85393
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@saic.com

INTRODUCTION

SAIC invites vendors to submit quotes to conduct Network Penetration Testing for the City of Memphis, in accordance with the Scope of Work set forth in Attachment 1.

1. STATEMENT OF WORK; COMPLETENESS

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

2. SCHEDULE OF ACTIVITIES

Activity	
Distribution of RFQ	January 31, 2014
Deadline for Questions by 4:00 CST	February 7, 2014
Answered Questions Posted	February 14, 2014
Submittal Due (Mandatory) by 2:00 CST	February 21, 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.

3. QUESTIONS

All questions pertaining to the Request for Quote (RFQ) should be e-mailed to City_of_Memphis_Bids@saic.com Response to inquiries will be posted on the City of Memphis Website at www.memphistn.gov.

4. RESPONSE FORMAT/CONTENT

It is the responsibility of the Vendor submitting the bid to be completely familiar with the specifications. The Bid must be for the intended services described herein.

If submitting bid via mail or hand delivering, Vendors must submit one (1) original and one (1) copy of the submittal on CD (viewable using Microsoft Office Products or Adobe Acrobat software, including supporting materials, brochures, etc.) to the location specified on the front of this document at "Response Accepted At."

If emailing bid, Vendors should submit bids to City_of_Memphis_Bids@saic.com and include the name of the solicitation and quote number (specified on the front of this document) in the subject line of the e-mail.

4.1 Content – As a minimum, response should contain the following:

1) Cover Letter – Including: The Vendor Name, RFQ Title, and Date of Submission
2) Pricing in the form of a firm, fixed price, completing the Pricing Table in Attachment 2.
3) References
4) EBO Forms
5) Compliance response to the Insurance requirements as specified in this RFQ
6) Any additional information the Vendor considers pertinent to this RFQ
7) Any objections not raised in Bidder's response will be deemed waived.

4.2 Price

Vendor must provide a firm, fixed price for all of the services. No additional expenses or other costs will be allowed, in excess of the amount quoted. SAIC's goal is to provide the best service possible with the best and lowest price.

4.3 References

Vendor must provide at least three references. Please provide Vendor name, location, client contact, telephone number, and e-mail address for the references and dates that the work was performed.

4.4 EBO Requirements

This contract will **not** be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. The complete EBO requirements are set forth in Attachment 2 to this RFQ.

5. GENERAL INFORMATION

5.1 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.

5.2 Right to Reject

Notwithstanding any other provisions of this RFQ, the City reserves the right to reject any or all submittal, to waive any informality in submittals and to negotiate changes in the scope of services to be provided.

5.3 RFQ Terms

The terms of this RFQ are attached as Exhibit A, and apply except as explicitly altered by Sections 1 through 6 of this RFQ.

6. PARTICULAR REQUIREMENTS

Bidders' attention is drawn to the following requirements included in Attachment 4, Memphis PO Standard Terms and Conditions (Rev. 01-12) and conditions applying to them. 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.

6.1 Indemnity, Insurance Provisions

Vendor will be required to enter into a contract with SAIC and must be able to meet the following insurance requirement:

6.1.1 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.

6.1.2 Insurance:

In accordance with subparts (a) and/or (b) 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 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 Seller's other obligations or liabilities set forth in this Order.

(a) 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:

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.

(b) 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.

(i) **Commercial General Liability** as described above in Section 21 (a);

(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 Seller's products are not excluded in (i), this requirement does not apply;

(iii) **All-Risk Property Insurance** (as described above in Section 21 (a) 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.

6.2 Proof of Coverage.

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

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

Such evidence shall specifically identify this Agreement and shall contain express conditions that SAIC is to be given written notice at least three (3) days in advance of any material change or termination of any program of insurance. Work shall not commence until proper proof is received.

6.3 Primary Coverage/SAIC and City as Additional Insured.

Such Vendor 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.

6.4 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.

6.5 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.

6.6 Failure to Procure Insurance:

Failure on the part of Vendor 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 Vendor will be responsible for all costs and deductibles associated with the purchased insurance.

6.7 Claims Procedure:

The Vendor 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.

Exhibit A

RFQ Provisions

REQUEST FOR QUOTATION/PROPOSAL (RFQ/P) General Provisions

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

(a) 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.

(b) An authorized officer of the offeror shall sign all offers.

(c) 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

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

(b) 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.

(c) 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.

(a) Prices should be quoted as "Unit" prices; do not quote "Lot" prices.

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

(c) 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. If required delivery date is not specified in the RFQ/P, the offeror shall advise the best possible delivery as days 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: Memphis PO Standard Terms and Conditions (Rev. 01-12)

GOVERNMENT

- ☒ SAIC Purchase Order Standard Terms and Conditions
- ☐ SAIC Terms and Conditions for Commercial Items (Government)
- ☐ SAIC Schedule A Subcontract Specific Terms and Conditions
- ☐ 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.

DPAS Rating:

19: GRATUITIES

BY ACKNOWLEDGMENT OF RESPONSE TO THIS RFP, THE OFFEROR HEREBY CERTIFIES THAT NO GRATUITIES WERE OFFERED BY THE SUPPLIER OR SOLICITED BY ANY SAIC EMPLOYEE EITHER DIRECTLY OR INDIRECTLY. ANY SITUATION WHERE A GRATUITY IS SOLICITED SHOULD BE REPORTED IMMEDIATELY TO SAIC'S CHIEF PROCUREMENT OFFICER OR DESIGNEE AT 703-676-6100 OR SAIC'S ETHICS HOTLINE 800-760-4332.

20: BID SECURITY

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

21: VALIDITY PERIOD

The Offeror's offer shall remain valid for a period of 120 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 R85393
City of Memphis Network Penetration Services
Requirements

Introduction

Scope
The contractor shall conduct penetration testing activities designed to provide CITY OF MEMPHIS with insight into external vulnerabilities associated with agency networks, assets, and applications. The scope of external penetration testing shall include CITY OF MEMPHIS's Internet points of presence (including the City's external facing website).

Scheduling
The contractor shall develop a proposed schedule to include the projected start and end dates of each activity and deliverable. The contractor shall make any CITY OF MEMPHIS directed changes to the schedule and obtain approval of the final schedule from the Contracting Officer's Technical Representative (COTR) no later than thirty (30) days after contract signature. After final approval of the schedule, the contractor shall provide any recommended changes and obtain approval of any changes from the COTR in writing.

Planning
Prior to conducting the penetration tests, the contractor shall develop, and submit to the CITY OF MEMPHIS for approval, a penetration test plan. The plan shall include a Rules of Engagement (ROE) document, and shall define the steps to be taken and tools/equipment to be used to facilitate the testing, as well as the information to be collected and documented in the final report. The penetration test plan must be approved by CITY OF MEMPHIS before testing begins.

Requirements
The contractor shall conduct penetration tests using a methodology and testing procedures which conform to those set forth by the National Institute of Standards and Technology (NIST) Special Publication 800-115, *Technical Guide to Information Security Testing and Assessment*. All tests shall be non-destructive in nature, where all remote system scanning, and attempts to exploit vulnerabilities or escalate privileges are conducted with proper care to avoid any disruption of service. The contractor shall perform the following testing activities:

- External Penetration Testing: The assessor shall conduct external penetration testing activities to simulate/assess attack vectors from remote users with no previous knowledge of the CITY OF MEMPHIS network.

Reporting
The contractor shall provide a security assessment report that contains vulnerability and penetration test results. The report shall be in the format that was approved in the test plan and include, at a minimum:

- Executive Summary
    - Provide a summary of the types of tests performed and assessment methods employed
    - Summarize the identified vulnerabilities, characterized by severity
- Risk Matrix
    - Quantify the vulnerabilities identified by severity
    - Detail of the vulnerabilities identified
- Proof of Concepts (POC)

    - Detail descriptions with the applicable artifacts (screenshots, logs, etc.) of vulnerabilities identified and exploited
- Proposed Mitigations and Workarounds
    - Provide CITY OF MEMPHIS-specific mitigations and workarounds for the vulnerabilities identified
- Best Practices
    - Suggest best practices for the device and/or service configurations
- Final Summary
    - Provide an assessment of the overall risk to CITY OF MEMPHIS operating environment
    -

Any changes to the reporting requirements, whether recommended by the contractor or directed by the CITY OF MEMPHIS shall be documented in the penetration test plan and approved by the CITY OF MEMPHIS. The contractor shall submit the penetration test report within ten (10) business days of the scheduled completion date of the penetration test. In the event the actual completion date is later than the scheduled completion date, upon approval from the CITY OF MEMPHIS, the standard report shall be submitted within ten (10) days of the actual completion date. The report shall be developed in accordance with the requirements of the approved penetration test plan.

Deliverables

All deliverables listed in the SOW and otherwise incorporated into the contract from the contractor's proposal shall be delivered by the contractor. Deliverables include:

- Penetration Test Plan (includes schedule and ROE)
- Security Assessment Report

Contractor Furnished Information and Materials

The contractor shall perform external penetration testing activities from locations external to CITY OF MEMPHIS facilities, without access to the CITY OF MEMPHIS network. The contractor shall provide all tools, test equipment, and materials necessary to perform external penetration tests.

Technical Point of Contact

To be determined at time of award

Period of Performance

The contractor shall conduct one (1) external penetration test and one (1) internal penetration test alternating during the contract years, external test years 1 and 3, internal test years 2 and 4. CITY OF MEMPHIS and the contractor shall identify in writing the allowable date(s) and time(s) for the penetration test to take place, within thirty (30) days of contract signature. The period of performance of this contract is one-year from date of award with three (3) one-year options.

Cost

Breakout cost for internal and external testing exercise and reports.

Attachment 2
RFQ # SAIC CoM 2014 RG R85393
Pricing Table

Pricing for this RFQ is to be Firm, Fixed Unit Pricing

Pricing should be quoted in accordance with the following. The City does not guarantee that all items listed will be purchased.

Cost:

1**.** Itemize all costs associated with conducting a comprehensive internal testing exercise with reports.

2. Itemize all costs associated with conducting a comprehensive external testing exercise with reports.

Attachment 3

RFQ # SAIC CoM 2014 RG R85393

City of Memphis Payment Card Industry (PCI) Assessment Services

EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Not Applicable

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.

In awarding orders under this RFP, SAIC will be subject to the EBO requirements of Sections 11.8 (a) and (b) of its prime contract with the City entitled Masters Services Agreement Between City of Memphis, Tennessee and Science Applications International Corporation (the "Prime Contract"), which is located on the City of Memphis' webpage. The goal in Section 11.8 (a) requires a 50% MWBE participation goal for goods and nonprofessional services with 30% designated toward MBE spend and 20% designated toward WBE spend. The goal in Section 11.8 (b) requires a 30% MWBE participation goal for professional services with 15% designated toward MBE spend and 15% designated toward WBE spend. Vendors are strongly urged to provide information regarding their minority-owned or woman-owned status with their responses to this RFP so that SAIC may meet its Prime Contract EBO goals.

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 RFQ; (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 RFQ.

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

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

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.

See the following pages for required forms.

CITY OF MEMPHIS
EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM
Not Applicable

PROJECT TITLE: **RFQ # SAIC CoM 2014 RG R85393**
City of Memphis Network Penetration Services

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

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.

GOOD FAITH EFFORT DOCUMENTATION FORM

Not Applicable

CITY OF MEMPHIS

GOOD FAITH EFFORT DOCUMENTATION FORM

To The Honorable Mayor City of Memphis, Tennessee

From:

VENDOR NAME _____

PROJECT TITLE: **City of Memphis Network Penetration 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

Basic Agreement

SELLER:	Agreement No.:
ADDRESS:	
	SUBCONTRACT TYPE: Firm Fixed Price

SCHEDULE A

SPECIFIC TERMS AND CONDITIONS

This Agreement, effective _____, is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC"), and _____(hereinafter known as "Supplier"), a(n) **Corporation, Incorporation, etc**. The work to be performed by Supplier under this Agreement will support SAIC's work under Prime Contract No. 25161 that has been issued by the City of Memphis. Under this Agreement, supplier will provide work to be performed for the use of the City of Memphis, subject to the terms and conditions set forth below.

1.0 TERM

The term of this Agreement shall commence upon the effective date above and shall terminate on **_____.**

1.1 OPTIONS TO EXTEND TERM<USE THIS ARTICLE IF APPLICABLE>

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.

1.2 PRICES

The total, firm fixed price for the work to be performed under this Agreement is $_____.

2.0 ORDERING

No commitment is made to purchase any amount of product hereunder, SAIC's only binding method of committing to purchase goods hereunder shall be a written purchase order signed by a member of SAIC's Procurement staff ("Purchase Order") or a purchase with a credit card.

All work will be performed and goods delivered in accordance with the general specifications set forth in this Agreement and any Purchase Order issued pursuant to this Agreement. There is no guaranteed minimum or maximum amount of information technology products to be purchased under this Agreement, and neither this Agreement nor any order or series of orders under this Agreement does, or shall be deemed to, grant to Supplier the exclusive right to provide any products or services.

Supplier will not provide, and SAIC will not be bound to pay for, any information technology products under this Agreement unless and until such time as SAIC issues a Purchase Order pursuant to this Agreement, or pays for goods with a credit card.

All Purchase Orders will be governed by the standard Purchase Order terms, 9-932-001 (Rev. City of Memphis 01/01/12), attached hereto as Attachment 1. In the event SAIC pays Supplier by credit card, Supplier will not retain that credit card information for future purchases, but will request a new credit card authorization for each purchase.

3.0 INVOICES

Invoices shall be submitted by e-mail to renna'.b.green@saic.com on a monthly basis or upon effecting delivery of goods ordered hereunder, and shall contain the following information: SAIC as the "billed to" address, Supplier's remit to address, the Purchase Order number/task order number, quantities, description of item, unit prices and extended prices, and total cost. Invoices will be delivered in PDF format attached to email to the address set forth on the relevant Purchase Order.

4.0 PAYMENT

Payment terms will be Net thirty (30) Days after both the acceptance of the delivered items or services and receipt of a complete and proper invoice submitted in conformance with the instructions herein, unless otherwise specified in the individual Purchase Order. SAIC may make any adjustments in Suppliers invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of the Agreement before payment. Cash Discounts will be taken from date of acceptance of delivered items, or date of a proper invoice, whichever is later. Progress, interim, or milestone payment shall not constitute final acceptance. SAIC may offset against any payment 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 Suppliers bank.

5.0 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.

6.0 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 Supplier. Upon receiving notice of such termination, Supplier 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, Supplier may submit to SAIC its written claim for termination charges in the form prescribed by SAIC, it being understood and agreed that only Supplier'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 Supplier shall make available to SAIC, upon its request, all relevant books and records for inspection and audit. If Supplier fails to afford SAIC its rights hereunder, Supplier shall be deemed to have relinquished its claim.

7: TERMINATION for DEFAULT

(a) Buyer may, by written notice of default to Supplier, terminate the whole or any part of this Order in any one of the following circumstances:

(i) Supplier fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or

(ii) Supplier 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 ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

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

(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. Supplier, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar goods or services.

(c) Supplier 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 Supplier has produced or acquired for the performance of the terminated part of this Order and Buyer will pay Supplier the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Supplier so requested and delivered.

(d) Supplier shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Supplier 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 Supplier's default.

(e) Supplier shall not be liable for damages resulting from default due to causes beyond Supplier's control and without Supplier's fault or negligence, provided, however, that if Supplier'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 Supplier 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.

8.0 GOVERNING LAW

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

9.0 ASSIGNMENTS AND SUBCONTRACTS

This Subcontract and task 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 task 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.

10.0 AUDIT

At any time before final payment and for three (3) years thereafter and upon reasonable prior notice to the Supplier, City of Memphis shall have the right to audit Supplier's books and records. The Supplier shall make and keep as the same accrue, full and complete records and books as account of revenue and income, costs and expenses that specifically relate to performance under this Purchase Order. Records and books of accounts together with any and all other memoranda pertaining thereto that may be kept, maintained or possessed by the Supplier, shall be open to examination during regular business hours by SAIC or its representatives for the purpose of inspecting, auditing, verifying or copying the same or making extracts there from. The Supplier shall make and keep said records and books of accounts for a period of three years from the completion of the Purchase Order obligations or the final payment under the Purchase Order, whichever is later.

11.0 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.

12.0 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. This Basic Agreement.
2. Attachment 1, Purchase Order terms, 9-932-001 (Rev. City of Memphis 01/01/12)

13.0 SURVIVAL

If this Agreement expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following articles: 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 12.0, 13.0, 15.0, 17.0, 19.0 and 20.0F.

14.0- 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 vendor, the successful vendor, 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 Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

15.0 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.

16.0 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.

17.0 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.

The following authorized representatives are hereby designated for this Agreement:

SUPPLIER:		SAIC:	
TECHNICAL:		TECHNICAL:	Jimmy Chandler, Program Manager
ADDRESS:		ADDRESS:	5125 Elmore Road, Ste. 6 Memphis, TN 38134
PHONE:		PHONE	901.237.6630
EMAIL:		EMAIL:	James.E.Chandler@saic.com
CONTRACTUAL:		CONTRACTUAL:	Renna' B. Green, Sr. SCA
ADDRESS:		ADDRESS:	5125 Elmore Road, Ste. 6 Memphis, TN 38134
PHONE:		PHONE:	901.636.7029
EMAIL:		EMAIL:	Renna'.b.green@saic.com

18.0 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, vendors 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.

19.0 ENTIRE AGREEMENT

The parties hereby agree that the terms set forth in Attachment 1, in addition to being the terms under which all purchase under this Agreement will be issued, also constitute the remaining terms of this Agreement, and together with the terms above, constitute this 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.

20.0 DISPUTES

SAIC and Supplier agree to enter into negotiations to resolve any dispute arising under or relating to this Subcontract. 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, either party may initiate litigation in a court of competent jurisdiction. 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.

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**
(Company Name)	
X	X
(Signature)	(Signature)
NAME:	**NAME: RENNA' B. GREEN**
(Type or Print)	(Type or Print)
TITLE:	**TITLE: SR. SUBCONTRACTS ADMINISTRATOR**
DATE:	**DATE:**

Attachment 4

RFQ # SAIC CoM 2014 RG R85393
City of Memphis Network Penetration Services

Terms and Conditions

PURCHASE ORDER
Standard Terms and Conditions (Rev. City of Memphis 01/01/12)

This is a Purchase Order between Science Applications International Corporation, hereafter referred to as "Buyer," and Seller identified on the face of this Purchase Order, hereafter referred to as "Seller." This purchase order is referred to as "Order."

SECTION 1: ACCEPTANCE AND MODIFICATION OF TERMS
Acceptance of this Order by Seller may be made by signing the acknowledgment copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

SECTION 2: GENERAL RELATIONSHIP
The Seller is not an employee of SAIC for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.
The Seller shall be solely responsible for the withholding and remittance or payment of any tax or similar levy imposed under the federal revenue statutes and social insurance legislation and the laws of any state or political subdivision with respect to wages or income paid to or on behalf of the Seller or Seller's employees, unemployment, disability insurance and other payroll taxes with respect to Seller or Seller's employees, including contributions from them when and as required by law. Neither Seller nor its employees shall be deemed eligible to participate in any of the benefit plans or programs that SAIC maintains for its employees

SECTION 3: SUBCONTRACTS AND ASSIGNMENTS
This Subcontract and task 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, Seller hereby consents to SAIC's assignment of this Agreement and any task orders hereunder to the City of Memphis, or any third party that succeeds SAIC in providing services to the City of Memphis.

Additionally, Seller 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.

SECTION 4: RESPONSIBILITY for PROPERTY
In the case of any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") of Buyer and/or Buyer's customer, which may be in the possession, or control of Seller in connection with this Order, Seller shall use such property only in performance of and as specifically authorized by this Order. Seller should take appropriate measures including clearly marking, maintaining an inventory and segregating Buyer's property to protect Buyer's rights and interests in any property provided by Buyer to Seller. Such property shall be returned to Buyer in the condition in which it was received by Seller, except for ordinary wear and tear and except

to the extent that such property has been incorporated into goods delivered hereunder or has been consumed in the production of such goods. Risk of loss with respect to all such property shall be the responsibility of Seller. Seller shall indemnify, defend and hold harmless Buyer from any loss or damage to such property, which is caused by, or results from any act or omission on the part of Seller or its agents, employees or subcontractors. If Seller acquires or manufactures any property in connection with this Order and charges Buyer therefore, Buyer may, at its option upon completion or termination of this Order, elect to take title to such property and, upon receiving notice of such election; Seller shall deliver such property to Buyer.

SECTION 5: RESPONSIBILITY FOR GOODS; RISK OF LOSS
Seller shall bear the risk of loss of, or damage to, the goods covered by this Order, until delivered to the delivery location designated on the face of this Order and accepted by Buyer, including any defective, non-conforming or rejected goods.

SECTION 6: INTERCHANGEABILITY
All items furnished pursuant to this Order under the part number specified shall be fully interchangeable with and equal in function and quality to items heretofore furnished under the same part number.

SECTION 7: PACKAGING AND SHIPPING
Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Buyer, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller. A Packing List shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

SECTION 8: CHANGES AND SUSPENSION
Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to this Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

SECTION 9: NOTICE OF DELAYS
Whenever the Seller has knowledge that any actual or potential issue, event, or circumstance is delaying or threatens to delay the timely performance of this Order, the Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to the Buyer.

SECTION 10: COMPLIANCE WITH LAWS
Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

SECTION 11: DELIVERY
Time is of the essence in this Order. The date specified for delivery or performance is the required delivery date at Buyer's plant or other specified location (FOB Destination), unless otherwise specifically noted herein. Buyer reserves the right to refuse any goods or services and to cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Buyer may require Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Seller. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding delivery to any carrier, or until orders for services have been performed, received and accepted.

SECTION 12: INSPECTION
All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair, replacement or re-performance thereof at Buyer's option and Seller's sole expense. If Seller is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith. After Seller is notified of the foregoing defects or non-conformances, all risk of loss with respect to such goods shall be the responsibility of Seller and Seller shall pay all packing and shipping charges in connection with such defective or non-conforming goods. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

SECTION 13: ACCEPTANCE
Acceptance of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages.

SECTION 14: PRICE; PAYMENT
Prices may not exceed the prices set forth herein. Invoices shall be submitted in duplicate and shall contain the following information: order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid Net 45 Days after receipt of proper invoice or acceptance of delivered items by the Buyer, whichever occurs later. Before payment, Buyer may make any adjustments to Seller's invoices to accommodate shortages, late delivery, rejections, or other failure to comply with the requirements of this Order. Cash discounts will be taken from the date of final acceptance of delivered items, or the date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Buyer may offset against any payment hereunder any amount owed to Buyer by Seller. Note: "Seller may select Automated Clearing House Credits ("ACH funds transfer"), as the means of settlement. With regard to such ACH funds transfer, a payment from Buyer to Seller shall be considered timely with respect to any payment due to date contained herein if the ACH funds transfer is completed no later than four (4) business days after such payment due date. Buyer 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 Buyer 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 Buyer, or rejection by the Seller's bank."

SECTION 15: WARRANTY
Seller represents and warrants that: (1) all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) all goods will conform to applicable specifications, drawings, and standards of quality and performance, and all items will be free from defects in design and suitable for their intended purpose; (3) the goods covered by this Order are fit and safe for consumer use, if so intended; and (4) that any services performed hereunder shall be performed in accordance with the specifications and instructions of Buyer, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. All representations and warranties of Seller shall run to Buyer and Buyer's customers. Remedies under this warranty shall include, without limitation, at Buyer's option and at Seller's sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

SECTION 16: COUNTERFEIT PARTS
For purposes of this clause, Goods are any tangible items delivered under this Order, 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.

Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer 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. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

SECTION 17: TERMINATION FOR CONVENIENCE

(b) 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
   (v) stop all work on this Order on the date and to the extent specified;
   (vi) place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
   (vii) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
   (viii) protect all property in which SAIC has or may acquire an interest.

(d) 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.

(e) 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.

SECTION 18: TERMINATION for DEFAULT

(b) 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.

SECTION 19: TAXES
The price(s) set forth herein shall include all applicable Federal, State and local taxes and duties.

SECTION 20: ADVERTISING
Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the goods or services hereunder, or disclose any of the details connected with this Order to any third party, except as may be required to perform this Order.

SECTION 21: INSURANCE
In accordance with subparts (a) and/or (b) 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 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 Seller's other obligations or liabilities set forth in this Order.

(a) 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:
   (i) **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;
   (ii) **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;
   (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 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.

(b) 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.
   (i) **Commercial General Liability:** as described above in Section 21 (a);
   (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 Seller's products are not excluded in (i), this requirement does not apply;
   (iii) **All-Risk Property Insurance:** as described above in Section 21 (a) 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.

SECTION 22: CONFIDENTIALITY AND USE OF BUYER FURNISHED ITEMS/INFORMATION

Seller 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 Purchase Order or, if authorized, other orders from Buyer and not otherwise, without Buyer's prior written consent. Notwithstanding any other provision herein, Buyer and Seller 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 Seller for the performance of this Purchase Order and specifically charged to Buyer, are the property of Buyer. Upon completion, expiration or termination of this Purchase Order, Seller 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. Seller agrees to replace, at its expense, all such Items not so returned. Seller shall make no charge for any storage, maintenance or retention of such Items. Seller shall bear all risk of loss for all such Items in Seller's possession.

Seller 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, Seller 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.

SECTION 23: PATENTS AND DATA

(a) If any experimental, developmental or research work is performed hereunder, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to make, have made, use and sell any invention, improvement or discovery (whether or not patent-able) that Seller conceives or first actually reduces to practice in the performance of this Order.

(b) Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorize others to do so, for any purpose, (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable hereunder; and (ii) all or any part of any deliverable hereunder, including without limitation, any reports, drawings, blueprints, data, software and technical information.

SECTION 24: 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.

SECTION 25: INFRINGEMENT INDEMNITIES

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part
thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

SECTION 26: NON-WAIVER OF RIGHTS

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be

cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

SECTION 27: EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS
Seller 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 Subcontract (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. SELLER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.
SELLER hereby certifies that all SELLER 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).

SECTION 28: 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 Seller 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 Seller have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Seller wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Seller to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Seller has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this agreement/order, Seller 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.

SECTION 29: CONFLICT OF INTEREST AND ANTI-KICKBACK
Seller 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 Seller's employees and agents in their relations with SAIC's employees, their families, vendors and third parties arising from this Order and accomplishing work hereunder. Seller'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. Seller 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 Seller's failure to comply with the provisions of this provision.

SECTION 30: ORDER OF PRECEDENCE
In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Purchase Order Standard Terms and Conditions (9-932-001 Rev. City of Memphis 01/01/12) and Exhibits thereto.
3. Specifications and/or drawings.
4. Other provisions when attached.

SECTION 31: GOVERNING LAW
This Order shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict or choice of law provisions.

SECTION 32: DISPUTES

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of San Diego, State of California. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

SECTION 33: TRANSPORTATION CHARGES

All goods are shipped F.O.B. destination unless delivery terms are specified otherwise in bid. All shipping costs must be included in the fully burdened item price. No separate shipping costs will be paid.

SECTION 34: 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.

SECTION 35: PUBLIC RECORDS

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

SECTION 36: AUDIT

At any time before final payment and for three (3) years thereafter and upon reasonable prior notice to the Supplier, SAIC shall have the right to audit Seller's books and records. The Supplier shall make and keep as the same accrue, full and complete records and books as account of revenue and income, costs and expenses that specifically relate to performance under this purchase order. Records and books of accounts together with any and all other memoranda pertaining thereto that may be kept, maintained or possessed by the Supplier, shall be open to examination during regular business hours by SAIC or its representatives for the purpose of inspecting, auditing, verifying or copying the same or making extracts there from. The Supplier shall make and keep said records and books of accounts for a period of three years from the completion of the purchase order obligations or the final payment under the purchase order, whichever is later.

SECTION 37: 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.

SECTION 38: 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 vendor, the successful vendor, 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 Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Section 39: 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. All goods or services purchased hereunder are for resale to the City of Memphis, to which Supplier hereby consents. This Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, whereupon SAIC shall have no further interests herein.

Section 40: OTHER LOCAL LAWS
Supplier is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement. Supplier shall promptly notify SAIC of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

SECTION 41: ENTIRE AGREEMENT
This Order, including all documents incorporated herein by reference, 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.

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.