Science Applications International Corporation ("SAIC")

Request for Quotation

City of Memphis Library System Pharos Upgrade

RFQ # SAIC CoM 2012 - KCB R15155

Issue Date: September 28, 2012

Response Date: October 12, 2012

City of Memphis Library System Pharos Upgrade

RFQ # SAIC CoM 2012 - KCB R15155

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 for an upgrade of the City of Memphis Library branches' Pharos System, in accordance with the Scope of Work set forth in Attachment 1.

Definitions used in this RFQ:

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

"City" means the City of Memphis, TN

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

"RFQ" means Request for Quotation.

"SAIC" means Science Applications International Corporation.

1) STATEMENT OF WORK; COMPLETENESS

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

2) SCHEDULE OF ACTIVITIES

RFQ Timeline

The estimated timeline for this RFQ is set forth below. SAIC reserves the right to modify or update this schedule at any point in time. SAIC asks that Bidder make personnel available to participate in the evaluation process and any contract negotiations who have authority to bind Bidder.

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

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

Activity	
Distribution of RFQ	September 28, 2012
Deadline for Questions	October 4, 2012
Answered Questions Posted	October 8, 2012
Submittal Due (Mandatory) by 2:00 CT	October 12, 2012

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

Question Submission

Bidder may submit questions based on its review of this RFQ, by sending them via email by **October 4*, 2012 by 5:00 pm CT***. Questions received after that time and date will not be answered. The email should be sent to the individual(s) described below as "Principal Contact," with the subject heading: "***[Your company's name]* –SAIC RFQ # SAIC CoM 2012 - KCB R151555 RFQ Questions**." SAIC will post the responses to the questions on the City's web site **October 8, 2012 by 5:00 pm CT, in the same manner as this RFQ was posted**. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of SAIC will be the one posted via the City's website.

Principal Contact

Karin Bergener, Subcontracts Manager, SAIC, is the single point of contact (the "Principal Contact") for **all matters relating to this RFQ. Bidder should direct all inquiries to the Principal Contact at: City_of_Memphis_Bids@saic.com**

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

Response Format

PROPOSAL SUBMISSION AND DUE DATE

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

Soft copies should be submitted by email to **City_of_Memphis_Bids@saic.com**,

or one (1) printed copy to the address below.

SAIC
Attn: Karin Bergener, Subcontracts Manager
c/o City of Memphis
5125 Elmore Road, Suite 6
Memphis, TN, 38134

The label on printed submissions, or Subject line on Proposals submitted electronically, should identify the contents as: Response to **SAIC RFQ # SAIC CoM 2012 - KCB R15155.** If Bidders submit their proposals in soft form, they should send the emails with return receipt, to ensure they have proof of delivery to SAIC.

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

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

3) RESPONSE CONTENT

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

Content – The Proposal should include the following sections:

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

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

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

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

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

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

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

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

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

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

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

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

x) Sample resumes of staff. Sample resumes of staff that could be utilized to perform work solicited under this RFQ.

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

b) **Pricing**

Bidder shall provide pricing in the form of a firm, fixed price, completing the Pricing Table in Attachment 1. Bidders are strongly encouraged to submit their pricing in this format, in an excel spreadsheet, with the Proposal. Failure to provide pricing in this format will disqualify Bidders.

c) References

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

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

d) **EBO Forms**

Bidder shall complete the applicable EBO forms, attached.

e) **Compliance response**

Bidder shall provide a compliance response to the Insurance requirements as specified in this RFQ. Bidders should also provide a copy of their current certificate of insurance. SAIC recognizes that Bidders may be required to obtain insurance in addition to that they currently carry if they are awarded work under this RFQ.

f) **Additional information**

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

g) **Objections**

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

h) **Annual Report**.

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

4) Price

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

5) Living Wage Requirements

In accordance with Ordinance No. 5185, Amendment No. 5257, commonly referenced as the Living Wage Ordinance, any contractor or subcontractor holding a service agreement with the City of Memphis must pay a living wage to each of its employees in the amount of $10.27 per hour with health benefits for employees and their dependents or $12.32 per hour without health benefits. Proof of such compensation must be evidenced by payroll reports in accordance with the Living Wage Ordinance, attached hereto and incorporated by reference as Attachment 3.

6) GENERAL INFORMATION

a) 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.

b) Right to Reject

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

c) RFQ Terms

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

d) No Representations Or Warranties

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

e) Proposal Preparation Costs

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

f) Ownership And Intellectual Property

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

g) Ambiguity, Conflict, Or Other Errors In The RFQ

SAIC has attempted to validate the information provided in this RFQ, but it is possible that Bidder may

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

h) Acceptance or Rejection of Proposals & Failed Competition.

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

i) Withdrawing Or Amending A Proposal

At any time prior to the scheduled deadline for receipt of proposals, the Bidder may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

j) Informalities/Minor Irregularities

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

k) Vendor Indebted To The City

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

l) City Tax Exempt

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

7) PARTICULAR REQUIREMENTS

Bidders' attention is drawn to the following requirements included in Attachment 4, Memphis 9-932-024 Subcontract Agreement Firm Fixed Price (Rev. 05-25-2012 Memphis 30 day) 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.

a) Indemnity, Insurance Provisions

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

b) 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.

c) Insurance:

In accordance with subparts (i) and/or (ii) below, upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage's are in force and providing not less than thirty (30) days notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance 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.

(i) 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.

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

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

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

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

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

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

ATTN: SAIC Procurement	City of Memphis Risk Management Office
c/o City of Memphis, ITS	2714 Union Extended, Suite 200
5125 Elmore Road, Ste. 6	Memphis, TN 38112
Memphis, TN 38134	

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

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

f) **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.

g) **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.

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

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

8) EBO Requirements

The following provisions apply to SAIC's obligations in choosing the successful Bidder under this RFQ. The provisions below do not mean that the Bidders responding to this RFQ must meet these EBO percentages. Each Bidder responding to this RFP is however requested to provide proof of any status as an M/WBE. The complete EBO requirements are set forth in Attachment 2 to this RFQ. The following is the provision regarding SAIC's obligations:

In Vendor's Proposal, Bidder shall provide a complete participation plan or well documented good faith efforts. See the following pages for descriptions and forms.

Equal Business Opportunity Program

This Contract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Vendor 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 follows the goals listed in Section 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 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. The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

Participation Plan

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

Good Faith Efforts Documentation

If a Vendor proposes an M/WBE percentage less than the established goal, the Vendor 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 Vendor to perform the work with its own work force will not in itself excuse the Vendor from making good faith efforts to meet participation goals. The determination of whether a Vendor has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.

Eligible M/WBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms (see Exhibit 5: **EBO IT List**). One or a combination of several M/WBEs may be utilized to meet the established goal of **__0__%**. A list of the City's eligible MWBE firms is included in the specifications.

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

City of Memphis

Contract Compliance Officer

125 North Main Street, Suite 546

Memphis, TN 38103

Phone: (901) 576-6210

Fax: (901) 576-6560

Email: Mary.Bright@memphistn.gov

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

PROJECT TITLE: City of Memphis Library System Pharos Upgrade

Project M/WBE GOAL: ____0___%

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

_____

Bidder's Name

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

_____ MBE _____ WBE

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

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

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

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

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

Total	**$**	**%**
MBE		
WBE		

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

CITY OF MEMPHIS
GOOD FAITH EFFORT DOCUMENTATION FORM

To The Honorable Mayor City of Memphis, Tennessee
From:

VENDOR NAME _____

PROJECT TITLE: **City of Memphis Library System Pharos Upgrade**

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

Exhibit A

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

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 RFQ/P, the Offeror hereby certifies that no gratuities were offered by the Offeror or solicited by any SAIC employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the SAIC Chief Procurement Officer at 703-676-6180.

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 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 2012 - KCB R4914

City of Memphis Library System Pharos Upgrade

Scope of Work Requirements

A. THE PROJECT

The City of Memphis Library System requires an upgrade of the Pharos Uniprint® and Signup System for its public facing PC's, staff PC's and current Pharos infrastructure in order to run Office 2010 and Windows 7.

The City of Memphis staff should keep the same functionality and settings of the current system during the upgrade, but would like to be brought up to date on all new Pharos functionality along with recommended changes to the current Pharos Library settings.

B. GENERAL

1. The Term of the Contract will commence upon execution of a binding SAIC Purchase Order by the chosen vendor. Work shall commence within ten (10) calendar days thereafter. The project should be completed within the shortest reasonable period of time. The Contract may be renewed at SAIC's sole discretion.
2. Contractor shall provide a dedicated account manager who will be the single point of contact and be directly responsible for all personnel and issues regarding the services proposed in Contractor's response to this RFQ. This individual will work with SAIC Staff to proactively address any and all problems/issues.
3. Contractor's Proposal must be valid for a period of one hundred eighty (180) days after the date set forth as the Submittal Due Date in Section 2 of the Request for Quotation.

C. MAINTENANCE AND SUPPORT

1. Contractor must provide a toll free number that will be answered by a designated Customer Support Representative on a twenty-four (24) hour basis.
2. Contractor shall provide a service agreement to extend the warranty period on parts and labor. These Service Agreements shall be available for a period of 12, 24, 36 or 48 months. The Service Agreement shall include remote maintenance for expert technical consultation and software support and shall be renewable on an annual basis

D. COMPLETION OF THE WORK

1. Contractor shall provide a complete turn-key installation and upgrade of all hardware/software with minimal assistance from the current Library and Information Services staff for eighteen (18) total Library locations as defined below:
   a) Five (5) large Library locations (includes Central Library)
   b) Thirteen (13) small Library locations.

   NOTE: Complete quantities for the locations are identified in the <u>Pricing Table</u> to this Attachment 1, Scope of Work.

2. Contractor shall provide an Upgrade Plan with its Proposal (to include recommendations for

upgrading the current infrastructure).

3. Contractor must verify that current infrastructure can handle the upgrade to the new Pharos Uniprint® and Signup System, including: Current Server/PC specifications, WAN, power, and peripherals.
4. Contractor shall include training time for the current City of Memphis Information Services and Library Staff for on-going assistance with support of the Pharos environment.
5. In addition to upgrade services, Contractor shall provide, support and maintenance of the system, meeting the requirements set forth below. Contractor must provide a description of those support and maintenance services, including SLA's, in response. Contractor shall provide pricing for this support in its Proposal.
6. Contractor shall perform install and upgrade during the off work hours of the Library System in order to reduce impact on end users.

E. INTERFACE AND CURRENT ENVIRONMENT

1. Contractor shall design the installation and upgrade process to have minimal impact on the end user and current Library staff.
2. Pharos operating system; version 7.2 of Uniprint® and Signup System
3. Intercard Brand carding equipment provided by Boscop
4. All printers currently provided by Xerox.
5. SirsiDynix® Library management system utilized for all Library Cards
6. Pharos Principal Data Base server and Print/Signup/Web server are currently housed at an off-site data center for the main library branch.
7. Pharos Principal Server and Central Print server currently have a gateway to the SirsiDynix system.

City of Memphis Library System Pharos Upgrade

Pricing Table

Pricing for this RFQ is to be Firm, Fixed Unit Pricing including training.

1. **INSTALL AND UPGRADE PRICING:**

   EIGHTEEN (18) TOTAL LOCATIONS AS FOLLOWS:

   - FIVE (5) LARGE LIBRARY LOCATIONS (includes Central Library)
   - Thirteen (13) SMALL LIBRARY LOCATIONS

ITEM	QTY	EA $	EXTENDED $
PHAROS PCs	560		
QUEUE MONITORS	9		
QUEUE MONITORS/SERVERS	17		
PHAROS STATIONS	29		
PRINTERS	29		
TOTAL INSTALL AND UPGRADE		**$**	

Note: The Adult Section has a separate Signup System than the Children's Section at the Central Library location.

2. **SUPPORT SERVICES PRICING:**

ITEM	QTY	PRICE
SUPPORT SERVICES	1 YEAR	
SUPPORT SERVICES	2 YEARS	
SUPPORT SERVICES	3 YEARS	
SUPPORT SERVICES	4 YEARS	
SUPPORT SERVICES	5 YEARS	

Attachment 2

SAIC RFQ # CoM 2012 – KBC R15154

EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

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

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates to achieve in the performance of contract resulting from this RFQ; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBEs the Bidder 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%** A list of the City's eligible MWBE firms is included in the specifications.

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

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 Bidder proposes an M/WBE percentage less than the established goal, the Bidder 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 Bidder to perform the work with its own work force will not in itself excuse the Bidder from making good faith efforts to meet participation goals. The determination of whether a Bidder 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.

Attachment 3

LIVING WAGE ORDINANCE

RFQ # SAIC CoM 2012 - KCB R15154

City of Memphis Library System Pharos Upgrade

See Next Page

ORDINANCE NO: 5257

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE XI, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ADD AN ANNUAL ADJUSTMENT TO THE LIVING WAGE

WHEREAS, the Memphis City Council along with the Administration recognizes that the living wage should be adjusted annually in accordance with the Poverty Level Index.

NOW, THERFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 2, Article XI, Code of Ordinances, City of Memphis be amended as follows:

Sec. 2-416. Annual adjustment of living wage.

(a) The living wage rate shall be modified July 1, 2008 to incorporate the update, if any, made to the federal poverty level income for a household size of four (4) by the Secretary of the Department of Health and Human Services.

(b) The living wage rate for employees of service contractors shall be modified in accordance with the date the RFP is issued, and such RFP will contain the actual rate (in dollars per hour, with and without benefits) which applies for that RFP.

(c) In the case of contract renewals, the living wage rate applicable as of the date of the renewal shall be the effective living wage rate.

(d) The Director of the Division of Finance shall report to the Memphis City Council no later than the first meeting in April 2009 the impact, if any, to the City's FY 2009 O&M budget.

SECTION 2. BE IT FURTHER ORDAINED, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the office of the mayor in writing by the comptroller and become effective as otherwise provided by law.

BILL MORRISON

JANIS FULLILOVE
MYRON LOWERY
Council Members

SCOTT MCCORMICK
Chairman of the Council

Attest:

Patrice Thomas, Comptroller.

THE FOREGOING ORDINANCE
5257 PASSED
1st Reading 3-18-08
2nd Reading 4-1-08
3rd Reading 4-15-08

Approved Scott M. C-k
Chairman of Council

Date Signed: 05-06-2008

Approved:
Mayor, City of Memphis

Date Signed: 5/14/08

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.
Valerie C. Snipes
Comptroller

Sample A

ORDINANCE NO: 5185

AN ORDINANCE TO AMEND CHAPTER 2, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ESTABLISH A LIVING WAGE

WHEREAS, under the leadership of Councilman Joe Brown the Living Wage issue was introduced to the Memphis City Council and as it is important to the health and welfare of all residents of the City of Memphis that working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, the City awards taxpayer-funded contracts to businesses to provide services to the public and to City government; and

WHEREAS, the purpose of this ordinance is to ensure that businesses receiving service contracts from the City pay a living wage.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 2, Code of Ordinances, City of Memphis, be amended so as to create the following:

Chapter 2
Administration

Art. XI Living Wage **2-407 --- 2-425**

ARTICLE XI – Living Wage

Section 2-407. Definitions:

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

City - means the City of Memphis, including those city departments which exercise independent control over their expenditure of funds.

Contractor - means any person that enters into a service contract with the city.

Employee - means any person who is employed full-time, part-time or on a temporary basis as a service employee of a contractor or subcontractor on a city service contract.

Employer - means any person, company or corporation that employs two or more employees at any one time within a calendar year and who is a contractor or subcontractor provided, however, that corporations organized under Section 501 (C)(3) of the Internal Revenue Code of 1954, 226 U.S.C. 501 (C)(3) shall be exempted as to all employees other than child care workers.

Person – means any individual, business entity, corporation, partnership or joint venture.

Service Contract - means a contract awarded to a contractor by the city primarily for the furnishing of services to or for the city (as opposed to the purchase of goods or other property or the leasing of property). Service contract includes subcontracts but does not include any contract, whether or not a subcontract, which: (1) involves only the purchase of goods; (2) involves services provided by student interns; (3) is a contract in existence prior to the effective date of this article; or (4) is a contract with a school district, municipality or other unit of government.

21

Subcontractor – means any person not an employee that enters into a contract (and that employs employees for such purpose) with a contractor to assist the contractor in performing service contracts.

Section 2-408. Payment of minimum compensation to employees.

All employees employed and work performed as part of a service contract with the city shall receive an hourly wage no less than that set under the authority of this article. The minimum hourly wage shall be as defined by the University of Memphis Fogleman College of Business for the Memphis area, which today is at least $10 per hour with health benefits for employees and their dependents or $12 per hour without health benefits.

Section 2-409. Monitoring and Enforcement.

a. The comptroller shall monitor compliance with this law and may contract with non-governmental agencies to investigate possible violations.

b. The Mayor or his or her designee may promulgate rules to implement the provisions of this law and may delegate such authority to the comptroller.

c. The comptroller shall submit an annual report to the Mayor and the City Council summarizing and assessing the implementation of and compliance with this new law during the preceding year.

Section 2-410. Required records – payroll reports.

(a) Contractor to submit.

The service contractor shall submit 2 complete copies of the payroll reports and the payrolls of each subcontractor, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Comptroller where the same will be available for public inspection during regular business hours.

(b) Contents.

The payrolls shall contain:

(1) the name of the prime service contractor and any subcontractor, if any:

(2) a designation of the project and location;

(3) the name, Social Security Number, and occupation of each employee;

(4) the classification in accordance with the classification fixed in the contract;

(5) the number of hours worked daily by the service worker at straight time and overtime and the hourly wage rate for each;

(6) the gross wages paid to the service worker per pay period; and

(7) such other data as may be required by the Comptroller from time to time.

(c) Prime contractor responsible for subcontractors.

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

(1) that the payroll is correct;

(2) that the wage rates contained therein are not less than those established by this ordinance as set forth in the contract;

(3) that the classification set forth for each service worker conforms with the work that the service worker performed; and

(4) that the service contractor has complied with the provisions of this article.

Section 2-411. Article applicable to new service contracts.

The provisions of this article shall apply to:

(1) A service contract consummated after the effective date of this article.

(2) A service contract amendment consummated after the effective date of this article.

Section 2-412. Retaliation and Discrimination Barred.

It shall be unlawful for any employer to retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of this law, for seeking or communicating information regarding rights conferred by this law, for exercising any other rights protected under this law, or for participating in any investigatory or court proceeding relating to this law. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of this law, or who seeks or communicates information regarding rights conferred by this law in circumstances where he or she in good faith believes this law applies. Taking adverse employment action against a covered employee(s) or his or her representative within sixty days of the covered employee engaging in any of the aforementioned activities shall raise a rebuttable presumption of having done so in retaliation for those activities . Any covered employee subjected to any action that violates the subsection may pursue administrative remedies or bring a civil action in a court or competent jurisdiction.

Section 2-413. Penalties.

(a) Debarment for 2 years.

In the event the Comptroller determines, with approval from the full Council, that any service contractor has failed to pay the living wage rate or has otherwise violated the provisions of this article and that such failure was intentional, no contract shall be awarded to such service contractor, or to any person in which such service contractor has an interest until 2 years have elapsed from the date of such determination.

Sample A

Section 2-414. Collective Bargaining.

Parties subject to this article may, by collective bargaining agreement, provide that such agreements shall supersede the requirements of this article.

Section 2-415. Exemptions.

The following are not covered employees for purposes of this article:

(1) A person who provides solely volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; and

(2) A person employed in construction work that is subject to the provisions pursuant to the Prevailing Wage ordinance; and

(3) Any and all Employees in the Hospitality industry, including, but not limited to, any and all employees working for restaurants and limited and full-service hotels and lodging establishments within the city limits of Memphis and Shelby County.

Sections 2-416 – 2-425. Reserved.

SECTION 2. BE IT FURTHER ORDAINED, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the office of the mayor in writing by the comptroller, and become effective as otherwise provided by law.

TAJUAN STOUT MITCHELL
Chairman of the Council

Attest:
Patrice Thomas, Comptroller.

THE FOREGOING ORDINANCE
 # 5185 PASSED
1st Reading 10-03-2006
2nd Reading 11-01-2006
3rd Reading 11-21-2006
Approved Tajuan S. Mitchell
Chairman of Council
Date Signed: 12/5/06
Approved:
Mayor, City of Memphis
Date Signed: 12-11-06

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.
Comptroller

$^{C}_{R}4^{C}_{R}$

Attachment 4

RFQ # SAIC CoM 2012 - KCB R15155

City of Memphis Library System Pharos Upgrade

SAIC Terms and Conditions

SUBCONTRACT

SELLER:	**SUBCONTRACT No.:**
ADDRESS:	
	AGREEMENT TYPE: Firm Fixed Price
	FIRM FIXED PRICE:

SCHEDULE A

SPECIFIC TERMS AND CONDITIONS

This Agreement, effective **<insert date>**, is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC"), and **<insert Supplier's name>** (hereinafter known as "Supplier"), a **<insert whether "seller" is a corporation or partnership, etc.>**. The work to be performed by Supplier under this Agreement will support SAIC's work under Prime Contract No. **<number>; Task/Delivery Order No. (if applicable)** that has been issued by **the City of Memphis**. The work defined in Attachment I (Statement of Work and Schedule) shall be performed on a Firm Fixed Price basis in accordance with this Schedule A (Specific Terms and Conditions), and any document referenced herein.

1.0 PRICE

The total, firm fixed price for the work to be performed under this Agreement is **<insert $ amount>**. This Agreement is fully funded in the amount of **<insert $ amount>** including profit, through **<insert date>**.

2.0 DELIVERY

Goods and services shall be delivered in accordance with Attachment 1 and schedule therein. Time is of the essence. All goods furnished under this Agreement shall be delivered FOB Destination. Delivery shall not be deemed complete until all goods have been received and accepted by SAIC, notwithstanding delivery to any carrier. Services shall be deemed delivered after they have been performed, received, and accepted by SAIC.

3.0 INVOICES

Invoices shall be submitted to SAIC in accordance with Article 3.0 and shall contain the following information: SAIC as the billed to address, Supplier's remit to address, the Agreement number, quantities, description of item/work, unit prices and extended prices, and/or total cost. Invoices will be delivered in PDF format attached to email to:

Science Applications International Corporation

Attention: (Subcontract Administrator name)

Street Address

City, State, Zip Code

Email address:

Invoices shall clearly reference a unique invoice number on each invoice and the date of the invoice. Invoices shall include, as applicable, the "Amount Previously Billed" and the "Amount of this Invoice." An example follows:

Example :	Amount of this Invoice:	$10,000
	Amount previously billed	$2,000
	Total Amount Billed to Date:	$12,000

4.0 PAYMENT

Payment shall be made in accordance with Attachment III, Payment Schedule. Payment terms are 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 this Agreement. SAIC may make any adjustments in Supplier's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this 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 payments 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 Supplier's bank.

5.0 TECHNICAL AND CONTRACTUAL REPRESENTATIVES

The following authorized representatives are hereby designated for this Agreement:

SELLER:		SAIC:	
TECHNICAL:		TECHNICAL:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE	
EMAIL:		EMAIL:	
CONTRACTUAL:		CONTRACTUAL:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

6.0 PERSONNEL

(a) Personnel performing under this Agreement shall meet or exceed the minimum qualification and experience requirements specified in Attachment II, Labor Categories/Qualifications.

(b) If required by Attachment I, Supplier shall designate "Key Personnel" who are essential to the successful completion and execution of this Agreement. Key Personnel shall perform all work necessary for the timely and quality completion of the task to which they are assigned. Supplier may not substitute or replace a Key Personnel without SAIC's prior written approval. Supplier's Key Personnel are: **<insert names here>**

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

7.0 WARRANTY

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

8.0 INDEMNIFICATION

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

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

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

9.0 INSURANCE

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

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

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

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

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

(iii) **All-Risk Property Insurance** (as described above in Section 9 (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 Supplier. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

10.0 SAIC FURNISHED ITEMS AND INTELLECTUAL PROPERTY

Supplier agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as "Items/Information", and use such Items/Information only in the performance of this 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 Supplier shall each retain ownership of, and all

right, title and interest in and to, their respective pre-existing Intellectual Property. All such Items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Supplier for the performance of this Purchase Order and specifically charged to Buyer, are the property of Buyer. Upon completion, expiration or termination of this Purchase Order, Supplier shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Supplier agrees to replace, at its expense, all such Items not so returned. Supplier shall make no charge for any storage, maintenance or retention of such Items. Supplier shall bear all risk of loss for all such Items in Supplier's possession.

Supplier also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Supplier agrees: (i) not to substitute any other material for such fabrication without Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

11.0 DISCLOSURE

During the term of this Agreement and for a period of three (3) years thereafter, Supplier shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is required by law or necessary for the performance of this Agreement. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of SAIC which shall not be unreasonably withheld.

12.0 COMPLIANCE WITH LAW

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

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

13.0 EXPORT CONTROL COMPLIANCE

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

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).

14.0 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) as defined 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.

15.0 CHANGES

Buyer may, by written notice to Supplier at any time before completion of this Agreement , make changes within the general scope of this Agreement in any one of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and (e) make changes in the amount of Buyer furnished property. If any such change causes a material increase or decrease in any hourly rate, the ceiling price, or the time required for the performance of any part of the work under this Agreement, the Buyer shall make an equitable adjustment in the Not-To-Exceed price, hourly rates, or delivery schedule, and shall modify the Agreement. The Supplier must have notified Buyer in writing of any request for such adjustment within twenty (20) days from the date of such notice from Buyer or from the date of any act of Buyer that Supplier considers constitutes a change. Failure to agree to any adjustment shall be a dispute under article 18.0 Disputes of this Agreement. However, Supplier shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

16.0 TERMINATION

(a) Cause. The Buyer may, by written notice of default to the Supplier, terminate the whole or any part of this Agreement or a Task Order, in any one of the following circumstances: (i) if Supplier fails to make progress in the work so as to endanger performance; (ii) if Supplier fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances 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) if Buyer's customer requests the removal of Supplier's personnel or Buyer's customer terminates the prime contract commitment under which this Agreement is issued, in which event Buyer's termination of Supplier will be effective the earliest of either (a) the date its customer's termination is effective or (b) the date by which its customer has directed that personnel be terminated, or (c) two (2) weeks subsequent to Buyer's termination notice provided under this section (a) (iv). The Buyer may also terminate any Task Order hereunder upon thirty (30) days prior, written notice, without cause.

(b) Convenience. SAIC shall have the right to terminate, with or without cause, this Agreement or any Task Order, in whole or in part, by providing thirty (30) days written notice to Supplier specifying the date of termination. On the date stated, Supplier shall (i) discontinue performance of the services, (ii) continue to perform non-terminated services/Task Orders, (iii) take all reasonable steps to mitigate any additional expenses or costs and (iv) turn over such work product and services in accordance with SAIC's instructions

(c) If this Agreement is so terminated, the following provisions shall apply:

i) Supplier shall submit a final termination settlement proposal to the Buyer. The Supplier shall submit the proposal promptly but no later than one (1) month from the effective date of the termination. If Supplier fails to submit the proposal within the time allowed, the Buyer may determine the amount, if any, due the Supplier because of the termination. The amount will be determined as follows; (i) An amount for direct labor hours determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rates, less profit, in the Schedule, less any hourly rate payments

already made to the Supplier; (ii) An amount for material expenses incurred before the effective date of termination, not previously paid to the Supplier.

ii) 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 articles, partially completed articles and 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 Agreement, and Buyer will pay Supplier the contract price for complete articles delivered to and accepted by Buyer and the fair value of the other property of Supplier so requested and delivered.

iii) Supplier shall continue performance of this Agreement to the extent not terminated. Buyer shall have no obligations to Supplier with respect to the terminated part of this Agreement except as herein provided. In case of Supplier's default, Buyer's rights as set forth herein shall be in addition to Buyer's other rights although not set forth in this Agreement.

iv) Supplier shall not be liable for damages resulting from default due to causes beyond the 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, 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.

17.0 GOVERNING LAW

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

18.0 DISPUTES

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

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

19.0 SUBCONTRACT CLOSEOUT

Supplier shall submit a FINAL invoice bearing the statement, "*FINAL INVOICE.*" SAIC may unilaterally close out this Agreement if the Supplier fails to submit the closeout documentation within the specified time period.

20.0 ASSIGNMENTS AND SUBCONTRACTS

This Agreement may not be assigned, novated or otherwise transferred by operation of law or otherwise by Supplier without prior written consent from SAIC, 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. Except to the extent identified in Supplier's proposal, Supplier agrees to obtain SAIC's written approval before subcontracting this order or any substantial portion thereof. Supplier shall notify the Buyer's Contractual POC in writing if the Supplier changes the amount of a lower-tier subcontract effort after award such that it exceeds seventy (70%) percent of the total

cost of work to be performed by Supplier under the Agreement. The notification shall identify the revised percentage of Supplier's effort and shall include verification that the Supplier will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

21.0 GENERAL RELATIONSHIP

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

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

22.0 NON-WAIVER OF RIGHTS

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

23.0 AUDIT

At any time before final payment under this Agreement and for three (3) years thereafter, SAIC may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by SAIC not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by Supplier as the "completion voucher" and supporting documentation, and upon compliance by Supplier with all terms of this Agreement, SAIC shall pay any balance due Supplier.

24.0 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.

25.0 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. Schedule A: Specific Terms and Conditions Form 9-932-024 (Rev.05-24-2012 Memphis 30 day)
2. Attachment I: Statement of Work and Schedule dated _____and any referenced specifications (current addition).
3. Attachment II: Labor Categories/Qualifications
4. Attachment III: Payment Schedule

26.0 SURVIVAL

If this Agreement expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following articles: 1.0, 7.0, 8.0, 10.0, 11.0, 12.0, 13.0, 14.0, 17.0, 18.0, 19.0, 21.0, 25.0, 30.0, and 35.0.

27.0 ENTIRE AGREEMENT

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

28.0 EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

29.0 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.

30.0 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.

31.0 LIVING WAGE, 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, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). 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.

32.0 EQUAL EMPLOYMENT

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

33.0 PUBLIC RECORDS

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

34.0 OCCUPATION OF FACILITIES

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

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

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

35.0 INTELLECTUAL PROPERTY RIGHTS

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

Except as expressly authorized in writing by the Buyer, the Supplier shall not retain any rights to use, sell, distribute, publish, reproduce, modify, create derivative works of, make, or have made any of the Technology.

Nothing otherwise contained in this Agreement shall be implied to grant the Supplier any license with respect to the Technology or to the work performed hereunder or the results thereof.

36.0 CONDITIONAL AGREEMENT

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

37.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail or sent via courier service, postage prepaid, addressed to the parties at the addresses set forth below. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

SAIC:	**Supplier:**		
INSERT Name		INSERT Name	
INSERT Title		INSERT Title	
INSERT Street Address 1		INSERT Street Address 1	
INSERT Street Address 2		INSERT Street Address 2	
INSERT City, State Zip		INSERT City, State Zip	
Tel. No.	Tel. No.	Tel. No.	Tel. No.
Fax No.	Fax No.	Fax No.	Fax No.
Email	Email	Email	Email

With copies to:

INSERT Name		INSERT Name	
INSERT Title		INSERT Title	
INSERT Street Address 1		INSERT Street Address 1	
INSERT Street Address 2		INSERT Street Address 2	
INSERT City, State Zip		INSERT City, State Zip	
Tel. No.	Tel. No.	Tel. No.	INSERT
Fax No.	Fax No.	Fax No.	INSERT
Email	Email	Email	

38.0 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.

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:**
(Type or Print)	(Type or Print)
TITLE:	**TITLE:**
DATE:	**DATE:**

Attachment I

City of Memphis Library System Pharos Upgrade

Statement of Work and Schedule

Attachment II

City of Memphis Library System Pharos Upgrade

Labor Categories/Qualifications

Attachment III

City of Memphis Library System Pharos Upgrade

Payment Schedule