Science Applications International Corporation ("SAIC")

Request for Proposal

City of Memphis – Remote Backup Solution

RFP # SAIC CoM 2015 RG R138618

Issue Date: May 19, 2015

Response Date: June 19, 2015

RFP # SAIC CoM 2015 RG R138618

Response Accepted At: ATTN: SAIC Procurement

c/o City of Memphis, ITS

119 S. Main Street, Suite 200

Memphis, TN 38103

E-Mail Inquiries Accepted At: City_of_Memphis_Bids@saic.com

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1. OVERVIEW

1.1. PURPOSE OF THIS RFP

Science Applications International Corporation (SAIC) is issuing this RFP for Vendors who have the expertise and technology to provide a remote backup solution in accordance with this RFP document in support of its prime contract with the City of Memphis ("City"). SAIC seeks comprehensive proposals from the respondents of this RFP ("Vendors") that demonstrate the Vendor's capability to satisfy the City's complete requirements and deliver a secure and compliant solution comprised of technology, implementation and support services. This RFP provides information on the requirements necessary for a Vendor submitting a proposal. The intent of this RFP is to develop a contract with one Vendor who can provide remote backup solution to the City of Memphis'. This is a Request for Proposal that may be modified by the City in the selection process.

Interested parties should carefully review this RFP, including all requirements, terms, conditions, performance standards, and financial requirements to ensure the most responsive proposals.

Issuance of this RFP does not obligate SAIC to contract, in whole or in part, for services specified herein. SAIC reserves the right to cancel this solicitation, in whole or in part, or to reject in whole or in part, any and all proposals. No minimum purchase will be committed to under this RFP. Cancellation of this RFP or any subsequent award will be posted on the City of Memphis's website: Once on the City's homepage www.memphistn.gov, go to the section titled "All RFPS & RFQS," scroll-down the list of RFP's and RFQ's, and then click on the RFP Title.

The term of contract shall be for a three (3) year base award with the option to renew for one (1) additional thirty six (36) month period. The total potential award, including the option period, shall not exceed six (6) total years.

1.2. INTRODUCTION/OVERVIEW

The City of Memphis is currently investigating a potential relationship with a Vendor who can provide a remote backup solution.

Vendor must provide all of the Services from locations within the United States.

1.3. STRUCTURE OF RFP

The RFP is structured as follows:

Section 1: RFP Overview.

Section 2: Requirements.

Section 3: Proposal Response Requirements.

Section 4: Instructions on the RFP Process.

Section 5: Qualifying Proposals.

Section 6: RFP Terms and Conditions.

Section 7: List of Attachments and Exhibits.

2. REQUIREMENTS

This Section contains the requirements for the desired solution. Where SAIC elects to execute a contract resulting from this RFP, the selected Vendor must have met the requirements set forth below for responding to this RFP.

2.1. FUNCTIONAL REQUIREMENTS

1. The City of Memphis requires nightly backups of its server infrastructure. This infrastructure includes the following systems, applications and equipment:

a. e-mail

b. file server

c. database

d. application

2. The City of Memphis will require the proposal to include the City's current overall data size for the remote backup solution and provide a yearly growth increase of at least 20%.

3. The City of Memphis will require the ability to restore critical files and systems within the following time frame:

a. 100% transmission of all requested data to the City in 4 hours for critical servers, data, and files

b. 100% transmission of all requested data to the City in 8 hours for non-critical servers data and files

4. The proposed solution will include the necessary cost to migrate the existing backup data from the ASIGRA backup solution, if a solution other than ASIGRA is presented. Also, an estimated time frame for the conversion.

5. The solution will provide a report with the following information on a weekly basis:

a. Issues or problems(with anticipated resolution date)

b. Amount of data being backed up, by system and OS

c. Total backup scope/size

6. The Vendor will be responsible for all hardware and equipment necessary to implement their solution. The proposal will outline the costs for the hardware and support on a monthly basis. The vendor will also be responsible for all support and maintenance costs associated with the hardware.

7. The backup will occur over the City's existing Internet connection. If the Vendor proposed a dedicated circuit this cost will need to be identified and presented as a separate line item.

8. The backup solution will provide for native de-duplication of data sets.

2.2. TOOLS AND TECHNOLOGY REQUIREMENTS

a. Identify the tools and technology Vendor proposes to deploy for the City of Memphis Remote Backup Solution, describe how the tools will benefit the City and how such components would be expected to interoperate and integrate with the City's technology environment.

b. Identify any license fees, implementation fees, or other charges Vendor would propose to pass-through to the City for tools and technology, or any other fees for which the City might be responsible related to technology.

c. Include any assumptions Services Provider has made about systems and resources available within the City's information technology environment.

2.3. SECURITY REQUIREMENTS

Identify the tools and technology Vendor proposes to deploy for the City of Memphis Remote Backup Solution, describe how they will provide for the confidentiality, integrity and availability of the City's backup data.

2.4. SUPPORT REQUIREMENTS

a. 24x7 on-call support

b. One (1) hour resolution from the time notification is received by the Vendor.

c. Four (4) hours for all other issues.

d. The City will be notified of failed back-ups no later than two (2) hours post failure.

e. The Vendor will be responsible for any and all costs associated with on-call/site support at the City of Memphis locations, within the City of Memphis

f. Service Level of 99.99% uptime.

g. Monthly SLA report required by the tenth of every month. A template SLA format will be provided to the chosen provider.

h. Decommissioned servers data will be retained for a minimum of 90 days.

2.5. TRAINING REQUIREMENTS

Vendor will hold initial training for selected City of Memphis IS Support personnel.

2.6. ACCEPTANCE REQUIREMENTS

The Acceptance Requirements are listed as follows:

- Initial training has been successfully completed and a method for continuing training has been determined.
- Initial testing has completed successfully and all issues and questions have been addressed.
- Successful use of services for 30 days of production service after contract award

2.7. MEETINGS/ REVIEWS REQUIREMENTS

A service review will be scheduled within 60 days after services implementation to discuss any City of Memphis issues or recommendations proposed by the chosen Vendor.

3. PROPOSAL RESPONSE

This Section describes the contents of Vendor's Proposal and provides an outline of how the Vendor should organize it. Vendor's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as, the additional instructions provided in Section 4.5 regarding the required Proposal formats and submission process.

Specifically, Vendor's Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section 3. **VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

Sections and Topics
Section 1 – Cover Letter
Section 2 – Executive Summary
Section 3 – Response to Requirements
Section 4 – References
Section 5– Insurance and Indemnification
Section 6 – Equal Business Opportunity (EBO) Program
Section 7 – Annual Report: May be included in separate cover from bound copies, but must be included with response.

3.1. COVER LETTER

Vendor's Proposal shall contain a cover letter, in Section 1, acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor's company. Unsigned proposals will be disqualified.

3.2. EXECUTIVE SUMMARY

Section 2 of Vendor's Proposal shall begin with an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help meet the objectives of this RFP. The Executive Summary must clearly describe each item as identified below. Vendor's proposal will be disqualified if **all** items are not addressed below:

Corporate Introductions and Company Background

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

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

1. **Name.** The name under which the bidder is licensed to do business.
2. **Address.** The address of the bidder's headquarters office.
3. **Local Address.** The address of the bidder's local office responsible for the proposed work, if different from the headquarters office.
4. **Local Officers.** Names, titles and telephone numbers of local officers or representatives of the bidder.
5. **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 RFP Section 1.1 Overview of Work.
6. **Size of Staff.** The number of bidder 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.

7. **Record with the City.** Description of current and past bidder experience in delivering services to The City similar to those required under the contract.
8. **Current Contract Obligations.** Existing Vendor contractual commitments of similar scope and priority and their estimated impact on the Vendor's ability to service this contract, if awarded.
9. **Sample resumes of staff.** Sample resumes of staff that could be utilized to perform work for the City of Memphis.
10. **Dun & Bradstreet Number or Tax ID Number.**
11. **Other.** Other general information, as determined by the Vendor to be of importance in evaluating the Vendor.

RESPONSE TO REQUIREMENTS

In Section 3 of its Proposal Response, Vendor shall explicitly confirm its agreement with the full Scope of Services described in this section. This section will comprise no more than 100 pages and will provide a detailed description of the proposed solution. Vendor's response must describe in detail how they will address **each** of the following requirements. Vendor's proposal will be disqualified if all requirements are not addressed below:

R1. Corporate Introductions and Backgrounds

R2. References

R3. Insurance and Risk of Loss

R4. Annual Report

R5. Pricing – Exhibit 2

3.3.1 Price Proposal

The Vendor must provide a detailed price proposal with all associated costs necessary to fully deliver goods and/or services requested. The City expects to receive the lowest prices the Vendor(s) is charging other organizations purchasing similar quantities of service, maintenance and/or equipment. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace. A pricing template is provided in the Appendix (see Exhibit 2 – Pricing Template) for the Vendor's use. The City requires a Fixed Price Proposal for required service. Vendor's proposal will be disqualified if the pricing template is not included with their proposal.

3.3. REFERENCES

In Section 4 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and for which Vendor has provided Services like those requested under this RFP within the last twenty four (24) months, including contact information for the references.

3.4. INSURANCE AND RISK OF LOSS

In Section 5 of the Vendor's Proposal, Vendor should submit a statement of compliance to all listed indemnification and insurance provisions in the reply to this RFP or note any exceptions.

INDEMNIFICATION:

(a) Supplier shall indemnify, defend and hold SAIC and the City of Memphis harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Supplier's (or any of Supplier's subcontractors, suppliers, employees, agents or representatives): (i) intentional

misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein; (iii) breach of the confidentiality or disclosure provisions herein; (iv) infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right; or (v) violation of any law or regulation. Notwithstanding the foregoing, Supplier's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of SAIC.

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

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

INSURANCE:

Vendor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Vendor shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by Vendor. Vendor is required to provide copies of the insurance policies upon request. Vendor shall furnish SAIC's Buyer or Subcontract Administrator, who issues any contract hereunder, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to SAIC and licensed in the state of Tennessee.

If any of the Insurance Requirements are not renewed at the expiration dates, payment to Vendor may be withheld until those requirements have been met, or at the option of SAIC. SAIC may pay the renewal premiums and withhold such payments from any monies due Vendor.

Each certificate or policy shall require and state in writing the following clauses:

Vendor shall provide notice to SAIC within three (3) business days following receipt of any notice of cancellation or material change Vendor's insurance policy from Vendor's insurer. Such notice shall be provided SAIC by certified mail, overnight courier, or email provided that email shall be confirmed by overnight courier or certified mail, to the following addresses:

SAIC
Attn: Renna' B Green, Senior Subcontract Administrator
119 S. Main Street, Suite 200
Memphis, TN 38103

Vendor's insurance shall comply with the requirements set forth below and shall include the coverages set forth below.

(a) Workers' Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Seller shall provide evidence of coverage for the United States Longshore & Harborworkers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States. Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer. Employer's Liability coverage of $1 million each accident shall also be maintained.

(b) Commercial General Liability: Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer, as Additional Insureds.

(c) Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than $1,000,000 per accident combined single limit for bodily injury and property damage liability. Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer, as Additional Insureds.

(d) Professional Liability / Errors and Omissions: 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 or failure to perform professional services with limits of not less than $1,000,000 per claim.
(e) All-Risk Property Insurance: Seller must maintain 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 the Seller. Buyer shall be named as a Loss Payee with respect to the loss or damage to said property and/or goods furnished by Buyer.

Vendor is required to provide copies of the insurance policies upon request.

3.5. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Equal Business Opportunity Program

The City of Memphis encourages the participation of Small, Minority and Women-Owned Businesses in the purchasing process.

In Section 6 of the Vendor's Proposal, Vendor must include City of Memphis, Equal Business Opportunity Program Compliance & Good Faith Effort Documentation Forms (with supporting documentation as indicated on form) in reply to this RFP or note any exceptions. Vendor's proposal will be disqualified if the Vendor fails to include required forms and documentation with their proposal.

The City of Memphis through its Equal Business Opportunity ("EBO") Ordinance seeks to provide opportunities for minorities and women in the areas of prime contracting, subcontracting, and other areas of partnering opportunities. EBO requirements are governed by City Ordinance #5384, that 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.

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

The MWBE goal for this RFP is 40%.

Eligible M/WBE Firms SAIC encourages M/WBE Vendor participation. To qualify as an M/WBE firm, according to 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.

A list of the City's eligible MWBE firms is included in the following file:

EBO Master List-October 22 2014.

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

City of Memphis – Contract Compliance Officer

125 North Main Street, Suite 546

Memphis, TN 38103

Phone: (901) 576-6210, Fax: (901) 576-6560

Mary.Bright@memphistn.gov

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

PROJECT TITLE: City of Memphis – Remote Backup Solution

Project M/WBE GOAL: 40%. The Goal for this RFP shall follow the guidelines as set forth in this RFP.

The following sections must be completed by bidder. 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 bidder 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 bidder 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 – Remote Backup Solution**

Enclosed please find the required documents:

1. *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.

2. *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.

3. *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.

4. *List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder'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

3.6. ANNUAL REPORT

In Section 7 of its proposal, Vendor must submit its' most recent annual report or current audited financial statements, as may be requested by SAIC. The financial stability of the Vendor and the Vendor's length of time in business will be closely evaluated. Financial information may be included in separate cover from bound copies, but must be included with response. Vendor's proposal may be disqualified if their Annual Report or current audited financial statements is not included with their proposal.

4. INSTRUCTIONS ON RFP PROCESS

4.1. USE OF INFORMATION

Vendor may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Vendor that discusses this RFP or the Initiative with anyone within or outside SAIC or the City other than the persons and entities permitted pursuant to this RFP will risk elimination from further participation in the bidding process due to breach of confidentiality, in addition to enforcement by SAIC of any other remedies available to it. **All correspondence about this RFP and the Initiative should be limited to the Principal Contact described in Section 4.2 or other designated City personnel or agents.**

4.2. PRINCIPAL CONTACT AND INFORMATION REQUESTS

Renna' B. Green, Senior Subcontract Administrator, is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendor should direct all inquiries to the Principal Contact at:
City_of_Memphis_Bids@saic.com

Vendor 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 Vendor has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. Utmost discretion is expected of Vendor and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3. SCHEDULE OF ACTIVITIES

4.3.1 In order to accelerate business transformation, service improvements and cost savings, SAIC has developed an **estimated timeline** for this Initiative. SAIC will move as quickly and efficiently as possible to determine the feasibility of Vendor's Proposal (and other RFP recipients' proposals), and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.

4.3.2 As a result, SAIC requests that Vendor make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.

4.3.3 It is SAIC's option to conduct interviews with finalists. However, in no way is SAIC obligated to interview finalists. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in the Section 3 Proposal Response of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration. For this reason, Vendor is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply, risks being dropped from further consideration.

4.3.4 SAIC reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by SAIC.

Activity	Date
Publish RFP	May 19, 2015
Vendor Questions Submission no later than 4:00 p.m.	May 29, 2015
City Response to Questions no later than 5:00 p.m.	June 5, 2015
Proposal Submission Deadline no later than 2:00 p.m.	June 19, 2015
Orals Presentation & Demonstrations	TBD
Contracts Negotiations begin	July 2015
Notice of Intent to Award	July 2015

4.3.5 Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4. INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specification or other proposed documents, a written request for interpretation thereof may be submitted in conformance with Section 4.2, prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. SAIC will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a Vendor shall be deemed to have understood fully the contents and meaning of the RFP.

Vendor may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit 1 (Vendor Questions Template) and sending it via email by 4:00 pm C.S.T. on the date identified above- "Vendor Questions Submissions". Questions received after 4:00 will not be answered. This email should be sent to the individual(s) described in Section 4.2, with the subject heading: "[Your company's name] – Initial City of Memphis – **Remote Backup Solution, RFP# SAIC CoM RG 2015 R138618 RFP Questions**." SAIC will post the responses to the questions on the City's website by 5:00 pm C.S.T. on the date identified above- "City Response to Questions", in the same manner as this RFP 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.

4.5. PROPOSAL SUBMISSIONS

4.5.1 PROPOSAL SUBMISSION AND DUE DATE

Vendor shall submit (A) 1 original and 7 complete printed copies of its Proposal (including the signed Cover Letters); and (B) 2 CDs or flash drives containing soft copies of its entire Proposal (including PDFs of the Signed Cover Letters) on or before 2:00 p.m. C.S.T. on the date identified above as "Proposal Submission Deadline", to the addressee provided below:

SAIC
Attn: Renna' B. Green, Senior Subcontract Administrator
Procurement
c/o City of Memphis
119 S. Main Street, Suite 200
Memphis, TN, 38103

The label should identify the contents as: **City of Memphis – Remote Backup Solution, RFP # SAIC CoM RG 2015 R138618.**

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 RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.

4.5.1.1. Proposals may not be amended after the submission deadline.

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

4.5.1.3. With respect to the information contained on Vendor's CDs or DVDs:

4.5.1.3.1. The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Vendor's printed copy of its proposal;

4.5.1.3.2. Each document (and file name) should clearly show the name of Vendor;

4.5.1.3.3. Each file should be pre-formatted by Vendor to facilitate on-line viewing and printing in a form consistent with Vendor's printed copy of its proposal;

4.5.1.3.4. All documents should be presented in a native Microsoft office format (e.g., word, excel, PowerPoint, project) or PDF.

4.5.1.3.5. Documents should not include embedded files.

4.5.2 PROPOSAL FORMAT

SAIC expects the Proposal to be a compilation of various documents, in particular because Vendor's Proposal must utilize the format in Section 3 – Proposal Response. The Proposal should be structured so that there is a primary, "core" document (organized in accordance with Section 3) that incorporates by reference, as applicable, the other documents.

Vendor shall use Microsoft Office 2010 file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper, unless another format is provided by the response template. Vendor responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content to the extent possible.

4.5.3 PROPOSAL EXPIRATION DATE

Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. SAIC may request an extension of time if needed.

4.6.4 VENDOR DATA

The confidentiality of information and data contained in Vendor's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

4.5.5 GENERAL

Subject to questions and clarifications raised on specific issues in accordance with Section 4.4, Vendor shall be deemed, by the submission of its Proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by SAIC.

4.5.6 GRATUITIES

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

4.5.7 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing by e-mail, SAIC of such error request modification or clarification of the document. The Vendor shall include the RFP number, page number and the applicable paragraph title. SAIC will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

4.5.8 ACCEPTANCE/REJECTION OF PROPOSALS

SAIC reserves the right to reject any or all proposals which are not responsive to the specifications of this Request for Proposal (RFP). SAIC shall reject the proposal of any Vendor that is determined to be non-responsive.

4.5.9 FAILED COMPETITION

Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area be received in response to the RFP. 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.

4.5.10 WITHDRAWING OR AMENDING A PROPOSAL

At any time prior to the scheduled deadline for receipt of proposals, the Vendor 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."

4.5.11 INFORMALITIES/MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities or informalities in a Vendor’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 RFP specifications or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.

4.5.12 VENDOR INDEBTED TO THE CITY

No contract will be knowingly awarded to any organization which, in the SAIC’s sole discretion, is in arrears to the City of Memphis upon 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.

4.5.13 TAX PAYMENTS

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and SAIC will provide a transaction-specific tax exemption certificate, upon request.

4.6. NEGOTIATIONS

SAIC expects to conduct detailed negotiations with each of the selected providers. Details regarding this process will be provided at the appropriate time to Vendor, if it is chosen to be a selected provider, and may include discussions based on any aspect of a proposal.

SAIC intends to have various representatives participate in all negotiations. SAIC encourages a selected provider, as appropriate, to have its legal counsel participate as well. However, SAIC will not be precluded by the absence of down-selected providers' counsel from having its counsel participate, and selected providers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

4.7. AWARD OF SERVICES

SAIC reserves the right to award the Services to the lowest and best proposer or proposers or to make no such award, in its sole discretion.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

Vendors must comply with all applicable licensing requirements. 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 organization 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 Service; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

4.8. PROTESTS

Any protest of award must be filed in writing with the City of Memphis 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.

4.9. MODIFICATION OR TERMINATION OF RFP PROCESS

SAIC reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the Initiative, 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.

4.10. SUPPLEMENTAL INFORMATION

If, subsequent to issuance of this RFP, additional relevant material is produced by or becomes available to SAIC, such material will (where appropriate) be transmitted to all RFP participants for their consideration. SAIC will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by SAIC. It is the responsibility of the Vendor to check the website for possible addenda and should consider such information in its Proposal. SAIC will assume that all

changes or additional requirements transmitted have been taken into account in Vendor's Proposal (including with respect to pricing), unless otherwise specified.

4.11. NO REPRESENTATIONS OR WARRANTIES

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

SAIC has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its Proposal, Vendor should use the information provided on an "as-is" basis for its initial Proposal. Information regarding the City and the project or initiative described in this RFP may be revised or updated, and republished for inclusion in a final response.

4.12. PROPOSAL PREPARATION COSTS

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

5. QUALIFYING PROPOSALS

5.1. QUALIFYING PROPOSALS

SAIC will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all of the criteria set forth in Section 3. All Proposals that ***ARE NOT*** a Qualifying Proposal will be disqualified from this RFP process.

5.2. EVALUATION OF QUALIFYING PROPOSALS

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate SAIC or City of Memphis staff. All information provided by the Vendor in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation.

SAIC will evaluate each Qualifying Proposal based on the degree to which it complies with the RFP's requirements, as articulated in this document. The primary categories to be evaluated are:

Evaluation Criteria	Description	Weight
Business Viability	Business Tenure or General Experience, Proof of Insurance, Financial Stability or Annual Report, Customer References or Local Experience, Workforce or Staff	15%
Product Functionality and Service Capabilities	Solution meets City requirements	30%
Support Services	Implementation Services and On-going Support Services	20%
Cost / Pricing	Vendor provides a cost effective pricing methodology	35%
Total Score		**100.0%**

6. RFP TERMS AND CONDITIONS

REQUEST FOR QUOTATION/PROPOSAL (RFQ/P)

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

1: PREPARATION OF OFFERS

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

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

(c) All offers shall include the RFQ/P number shown.

2: LATE OFFERS

Formal offers, amendments, or requests for withdrawal of offers received after the date specified for submittal will 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 based on the RFP evaluation criteria, and 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:

(a) Purchase Order Number
(b) Item Number
(c) Description or Part Number
(d) Quantity Ordered
(e) Quantity Shipped
(f) 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 (Rev. 01-01-2012 Memphis)

☐ SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Services (Rev. 01-01-2012 Memphis)

- ☐ SAIC Subcontract Terms and Conditions (Firm-Fixed Price) (Rev. 01-01-2012 Memphis)
- ☐ SAIC Subcontract Terms and Conditions (Time & Materials/Labor Hour) (Rev. 01-01-2012 Memphis)
- ☐ Other:

GOVERNMENT

- ☐ SAIC Purchase Order Standard Terms and Conditions
- ☐ SAIC Terms and Conditions for Commercial Items (Government)
- ☐ 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
- ☒ SAIC Schedule A Subcontract Specific Terms and Conditions (Firm-Fixed Price) (Rev. 04-2014 Memphis)

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. **(THIS IS NOT APPLICABLE TO THIS RFP)**

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 703-676-6100.

20: BID SECURITY

The following bid security (if any) is applicable as outlined below: none

21: VALIDITY PERIOD

The Offeror's offer shall remain valid for a period of nine (9) months from the Buyer's due date (or other period of time as mutually agreed upon in writing by the parties).

7. LIST OF ATTACHMENTS AND EXHIBITS

The following attachments and exhibits are for the Vendor's use in providing the Proposal Response.

Exhibit Number	Title
Exhibit 1	Vendor Questions Template
Exhibit 2	Pricing Template
Exhibit 3	Proposed Standard Contract
Exhibit 4	Employee Acknowledgement and Confidentiality Agreement

Exhibit 1 - Vendor Questions Template

RFP Section	QUESTION

EXHIBIT 2 – PRICING TEMPLATE

Instructions:

Note: Pricing must be included in Proposal Response in Section 3 of response.

The Vendor must provide a detailed price proposal with all associated costs necessary to fully deliver goods and/or services requested. The City expects to receive the lowest prices the Vendor(s) is charging other organizations purchasing similar quantities of service, maintenance and/or equipment. The City requires a Fixed Price Proposal for required service.

Identify any license fees, implementation fees, description and cost associated with each support option or other charges Vendor would propose to pass-through to the City for tools and technology, or any other fees for which the City might be responsible for related to the technology. Vendor's proposal will be disqualified if the pricing is not included with their proposal.

Exhibit 3 - "Proposed Contract"

SUBCONTRACT AGREEMENT

FIRM FIXED PRICE (GOVERNMENT)

SELLER:	SUBCONTRACT No.:
	MAXIMUM VALUE: $

INTRODUCTION

This Subcontract, effective [Insert Date], is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC" or "Buyer"), and [Insert Seller's Name] (hereinafter known as "Seller"). The work to be performed by Seller under this Subcontract will support SAIC's work under Prime Contract Number 25162 that has been issued by the City of Memphis. The work defined will be performed on a Firm Fixed Price basis in accordance with this Schedule A (Specific Terms and Conditions), and any document referenced herein.

SCHEDULE A – SPECIFIC TERMS AND CONDITIONS

1.0 TERM

The term of this Subcontract shall commence upon the effective date above and shall terminate on [Insert Date].

1.1 OPTIONS TO EXTEND TERM

SAIC may exercise the options below to extend the term of this Subcontract by giving written notice to the Seller before the end of the then current term.

[List each option period or remove provision 1.1 if no options]

2.0 NOT TO EXCEED (NTE) VALUE

The Maximum Value that SAIC may issue under this Subcontract is [Insert $ Amount].

3.0 INVOICES

Invoices shall be submitted to SAIC and shall contain the following information: SAIC as the billed to address, remit to address, subcontract number, quantities, description of item/work, unit prices and extended prices, and/or total price. Invoices will be delivered (preferably electronically) to:

Science Applications International Corporation
Attention: Renna' B. Green
Renna'.b.green@saic.com

Invoices shall clearly reference a unique invoice number, date of the invoice and amount of this invoice.

4.0 PAYMENT

Payment shall be made in accordance with the Payment Schedule specified. Payment terms will be Net 30 Days after acceptance of the delivered goods or services and receipt of a proper invoice, unless otherwise specified. SAIC may make any adjustments in Seller's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this Subcontract 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 due hereunder any amount owed to SAIC by Seller.

Seller may select Automated Clearing House Credits ("ACH funds transfer"), as the means of settlement. With regard to such ACH funds transfer, a payment from SAIC to Seller 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 Seller's bank.

4.1 DELIVERY

Goods and services shall be delivered in accordance with Statement of Work and the schedule set forth in the task order under which they are delivered. Time is of the essence. All goods furnished under this Subcontract shall be delivered FOB Destination, unless specified otherwise in writing. Delivery shall not be deemed complete until the 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.

5.0 CONTRACTUAL REPRESENTATIVES

The following authorized representatives are hereby designated for this Subcontract:

SELLER:		SAIC:	
NAME		NAME	Renna' B. Green, Sr. Subcontracts Administrator
ADDRESS:		ADDRESS:	119 S. Main Street, Suite200, Memphis, Tn. 38103
PHONE:		PHONE:	901.208.2642
EMAIL:		EMAIL:	Renna'.b.green@saic.com

All notices or other written communication required or permitted to be given under any provision of this Subcontract shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, facsimile (with confirmed receipt), electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's above-identified contractual representative.

6.0 WARRANTY

In addition to any other warranties specified herein or provided by the manufacturer, Seller 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 Subcontract will be new, unless otherwise specified, and[for a period of 1 years 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, Seller 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 Seller attributable to the non-conforming services and/or goods. All warranties of Seller 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.

7.0 INDEMNIFICATION

(a) Seller 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 Seller's (or any of Seller'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; or (iv) violation of any law or regulation. Notwithstanding the foregoing, Seller'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 Seller of any claim that is covered by this indemnification provision and shall authorize representatives of Seller 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.

7.1 INFRINGEMENT INDEMNITY

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

8.0 INSURANCE

Without prejudice to Seller's liability to indemnify SAIC as stated in any Indemnification provision contained in this Subcontract, Seller shall procure at its expense and maintain for the duration of this Subcontract, and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain, the insurance policies required below.

(a) Workers' Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Seller shall provide evidence of coverage for the United States Longshore & Harborworkers'

Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States. Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer. Employer's Liability coverage of $1 million each accident shall also be maintained.

(b) Commercial General Liability: Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer, as Additional Insureds.

(c) Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than $1,000,000 per accident combined single limit for bodily injury and property damage liability. Such policy(ies) shall be endorsed to name SAIC, its directors, officers and employees, and SAIC's customer where required by SAIC's Prime Contract with its customer, as Additional Insureds.

(d) Professional Liability / Errors and Omissions: 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 or failure to perform professional services with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

(e) All-Risk Property Insurance: Seller must maintain 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 the Seller. Buyer shall be named as a Loss Payee with respect to the loss or damage to said property and/or goods furnished by Buyer.

The Additional Insured coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by SAIC and notwithstanding any provision contained herein, the Seller, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by SAIC, and are not covered under any policy of insurance that SAIC has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Seller. In no event shall the liability of Seller or any subcontractors be limited to the extent of any of insurance or the minimum limits required herein.

Prior to commencement of any work, and within 15 days of any policy renewal that occurs while any work is on-going under this Subcontract, Seller shall provide SAIC evidence of the insurance coverage required above, including evidence of additional insured status and waivers of subrogation where required. Failure of Buyer to demand such evidence or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Seller's, or its subcontractors', obligations to maintain the above insurance coverages.

9.0 SAIC FURNISHED ITEMS AND INTELLECTUAL PROPERTY

(a) All items furnished, loaned or bailed by SAIC to Seller hereunder, or purchased, or otherwise acquired by Seller for the performance of and specifically charged to SAIC under this Subcontract (collectively, the "Items"), are the property of SAIC (or, as directed by SAIC pursuant to the terms of its prime contract, its Customer). Upon completion, expiration or termination of this Subcontract, Seller shall return all Items in good condition (reasonable wear only accepted) together with all spoiled and surplus Items to SAIC. In lieu of the return of Items to SAIC, Seller shall make such other disposition of all Items as directed in writing by SAIC. Seller agrees to replace, at its expense, all such Items not returned in accordance with this Section or returned in other than good condition. Seller shall not charge SAIC for any storage, maintenance or return of any Items. Seller shall bear all risk of loss for all Items in Seller's possession or for which Seller is responsible. Seller also agrees to use designs, data or other things contained or embodied in Items provided to or utilized under this Subcontract in accordance with any restrictive legends placed on such Items by SAIC or any third party. If SAIC furnishes any material (including but not limited to any computer software of other data) for fabrication pursuant to this Subcontract, Seller agrees:

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

(b) To the extent that Seller provides any commercial items (including commercial computer software) under this Agreement, the Parties agree that any normal commercial terms governing such commercial items shall govern the use of such commercial items, except to the extent that such normal commercial terms shall conflict or be inconsistent with terms of this Subcontract. In the case of any conflict or inconsistency, the applicable terms of this Subcontract shall take precedence over any conflicting or inconsistent commercial term.

(c) The Parties agree that all provisions of the prime contract between SAIC and its Customer regarding intellectual property rights shall be incorporated into this Subcontract with the same force and effect as if they were written in full text herein and shall govern the performance of this Subcontract. To the extent that any conflict exists between the intellectual property provisions of the prime contract between SAIC and its Customer and any normal commercial terms governing commercial items provided by Seller, the intellectual property provisions of the prime contract shall govern.

(d) To the extent applicable, the Parties shall apply the intellectual property provisions of the prime contract between SAIC and its Customer in a manner that reflects Seller's position as a subcontractor to SAIC. Seller shall grant to SAIC such intellectual property rights necessary for SAIC to perform its contractual obligations to Seller.

10.0 DISCLOSURE

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

11.0 COMPLIANCE WITH LAW

Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

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.

12.0 COUNTERFEIT PRODUCTS

(a) For purposes of this clause, Goods are any tangible items delivered under this Agreement, 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.

(b) Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(c) In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

13.0 EXPORT CONTROL COMPLIANCE

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

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

14.0 ORGANIZATIONAL CONFLICT OF INTEREST

Seller represents and warrants that its performance of this Subcontract does not constitute and will not create an organizational conflict of interest (OCI) that would impair its ability to provide impartial services to SAIC and its customer. If during the course of performance, Seller becomes aware of any actual or potential organizational conflict of interest caused by its performance of this Subcontract, Seller shall promptly notify SAIC in writing of the nature of such actual or potential organizational conflict of interest.

15.0 CHANGES

SAIC may at any time, by written order, make changes within the general scope of this Subcontract in any one or more of the following:

i) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured under this Subcontract in accordance with the drawings, designs, or specifications.
ii) Method of shipment or packing.
iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Subcontract, whether or not changed by the order, SAIC shall make an equitable adjustment in the Subcontract price, the delivery schedule, or both, and shall modify this Subcontract or the applicable Task Order.

Seller shall assert its right to an adjustment under this clause within 20 days from the date of receipt of the written order.

Failure to agree to any adjustment will be a dispute under the Disputes clause of this Subcontract, provided, however, that nothing in this clause excuses the Seller from proceeding with the work as changed without interruption and without awaiting settlement of any such dispute.

16.0 TERMINATION FOR CONVENIENCE

SAIC shall have the right to terminate this Subcontract or any order issued hereunder, in whole or in part, at any time, without cause, by providing written notice to Seller. Upon receiving notice of such termination, Seller shall

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

Within twenty (20) days from such termination, Seller may submit to SAIC its written claim for termination charges in the form prescribed by SAIC. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all SAIC's liability arising out of such termination. Under no circumstance shall Seller be entitled to anticipatory or lost profits.

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

16.1 TERMINATION FOR DEFAULT

SAIC may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:

(a) Seller fails to make delivery of the goods or perform services within the time specified herein or any extension thereof; or
(b) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from SAIC specifying such failure; or
(c) Seller becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due.

If this Order is so terminated, SAIC may procure or otherwise obtain, upon such terms and in such manner as SAIC may deem appropriate, goods or services similar to those terminated. Seller shall be liable to SAIC for any excess costs of such similar goods or services.

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

Seller shall continue performance of this Order to the extent not terminated. SAIC shall have no obligation to Seller in respect to the terminated part of this Order except as herein provided. SAIC’s rights as set forth herein shall be in addition to any other rights in case of Seller’s default.

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

17.0 GOVERNING LAW

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

18.0 DISPUTES

SAIC and Seller agree to enter into negotiations to resolve any dispute arising under or relating to this Subcontract. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are unsuccessful, either party may initiate litigation in a court of competent jurisdiction within the State of Tennessee.

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 AND ORDER CLOSEOUT

Seller agrees to submit with its final invoice the attached Closeout Package. Seller shall submit a FINAL invoice bearing the statement, "*FINAL INVOICE*" as required by the Subcontract Closeout Package. SAIC may unilaterally close-out this subcontract if the Seller fails to submit the close-out documentation within the specified time period.

20.0 ASSIGNMENTS AND SUBCONTRACTS

For the purposes of this article, "Subcontract" means any contract, agreement or purchase order entered into by SAIC and any supplier, distributor, vendor, or firm that furnishes supplies or services to or for SAIC to furnish supplies or services in support of an SAIC contract. This Agreement may not be assigned, novated or otherwise transferred by operation of law or otherwise by Seller 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 Seller's proposal, Seller agrees to obtain SAIC's written approval before subcontracting a portion of this order. Seller shall notify the Buyer's Contractual POC in writing if the Seller changes the amount of a lower-tier subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed by Seller under the Agreement. The notification shall identify the revised percentage of Seller's effort and shall include verification that the Seller 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 Subcontract. Seller's communications with SAIC's customer shall be limited to those necessary for the Seller's performance under this Subcontract. Any other communications between Seller and SAIC's customer requires the prior written approval of SAIC.

Seller is an independent contractor in all respects with regard to this Subcontract. Nothing contained in this Subcontract 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 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 www.saic.com under Corporate Governance. SAIC's expectation is that Seller also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the SAIC Code of Conduct. In addition, SAIC strongly encourages that Seller have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Seller wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Seller to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Seller has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this agreement/order, Seller shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available www.saic.com under Corporate Governance in Investor Relations. SAIC provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of SAIC.

23.1 NOTICE TO SAIC SUBCONTRACTORS REGARDING MONITOR

As part of the CityTime settlement reached with the United States Attorney's Office for the Southern District of New York ("U.S. Attorney's Office"), SAIC entered into a deferred prosecution agreement (the "Agreement") and agreed to retain an independent monitor, Contractor Integrity Solutions (CIS), for three years, from August 1, 2012. After SAIC entered into the Agreement, SAIC separated into two independent public companies, with the spin-off entity retaining the SAIC name. While SAIC is no longer bound by the DPA following the separation, it has agreed to assume certain obligations under the DPA, including those involving its subcontractors. As such, SAIC requests that you provide this information to those applicable employees and agents within ten days of the execution of this Subcontract.

CIS will review SAIC's Ethics and Compliance program, procurement and subcontracting policies and practices, treatment of whistleblowers and their complaints, and conduct of non-federal government contracting. CIS will take appropriate steps to maintain the confidentiality of any non-public information.

All subcontractors and their agents may communicate with CIS, at any time, either anonymously or otherwise. CIS may be reached through the SAIC toll-free ethics hotline at 1-800-760-4332, by email at RJB@rjbednar.com, or by mail to Contractor Integrity Solutions LLP, 3805 Fort Worth Avenue, Alexandria, VA 22304. Further, any subcontractor employee or agent that becomes aware of any potential violation of law or any potential unethical conduct related in any way to their subcontract with SAIC, is obligated to report such conduct to SAIC at the same toll-free number above, or to CIS. No subcontractor employee or agent will be penalized in any way for contacting the monitor. These notice obligations do not relieve any individual from abiding by the individual ethics policies established by their company, or regulatory obligations under the FAR or other applicable statutes.

24.0 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 Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

1. Schedule A: Specific Terms and Conditions (Rev. 04/2014)

2. Schedule C: Customer Terms and Conditions dated _____
3. Statement of Work and Schedule dated _____ and any referenced specifications
4. Task Order Terms and Conditions

25.0 SURVIVAL

If this Subcontract expires, is completed, or is terminated, Seller shall not be relieved of those obligations contained in the following articles:

Term	Indemnification	Termination for Default
Options to Extend Term (if applicable)	Infringement Indemnity	Governing Law
Termination for Convenience	Insurance	Disputes
Not to Exceed	SAIC Furnished Items and Intellectual Property	General Relationship
Payment	Disclosure	Non-Waiver of Rights
Delivery	Compliance with Law	Order of Precedence
Contractual Representatives	Changes	Survival
Warranty		

26.0 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.

27.0 BUSINESS LICENSE

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

28.0 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.

29.0 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.

30.0 PUBLIC RECORDS

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

31.0 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.

32.0 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.

33.0 ENTIRE AGREEMENT

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

In witness whereof, the duly authorized representatives of SAIC and the Seller have executed this Subcontract on the dates shown.

SELLER:	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
(Company Name)	
x	x
(Signature)	(Signature)
NAME:	NAME:
(Type or Print)	(Type or Print)
TITLE:	TITLE:
DATE:	DATE:

EXHIBIT 4

EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

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

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

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

SIGNATURE _____ NAME (Print): _____

DATE: ____/____/____ POSITION: _____