



Science Applications International Corporation (“SAIC”)

Request for Proposal

City of Memphis Workforce Investment Network-Telephone System Replacement

RFP # SAIC CoM 2013 RG R55985

Issue Date: June 21, 2013

Response Date: July 5, 2013

City of Memphis Workforce Investment Network-Telephone System Replacement

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Response Accepted At: ATTN: SAIC Procurement

c/o City of Memphis, ITS

5125 Elmore Road, Ste. 6

Memphis, TN 38134

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

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1. OVERVIEW

1.1 PURPOSE OF THIS RFP

Science Applications International Corporation (SAIC) is issuing this RFP for a Telephone System Replacement located at 480 Beale Street in support of its prime contract with the City of Memphis (“City”). SAIC seeks comprehensive proposals from the respondents of this RFP (“Vendors”) that show the Vendor’s capability and capacity to satisfy the City’s complete requirements and a serious interest in providing the Services. The RFP provides information on the requirements necessary for a Vendor submitting a proposal. SAIC may contract with one Vendor to provide these services. The intent of this RFP is to develop a convenient contract with one Vendor who can provide a Telephone System.

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

No minimum purchase will be committed to under this RFP.

1.2 OVERVIEW OF CITY’S IT TELEPHONY NEEDS

The Information Services Division (IS) of the City provides services to satisfy the information needs of all Divisions. The City of Memphis Workforce Investment Network (WIN) requests a new Telephone System for their new facility at 480 Beale Street. The new phone system is to be connected to the City Hall Nortel CS1000MG Rls. 5.5 PBX located at 125 N. Main Street, Memphis, TN. The City requires a proposal for a complete turnkey solution.

1.3 STRUCTURE OF RFP

The RFP is structured as follows:

Section 1: RFP Overview.

Section 2: Engagement Requirements.

Section 3: Proposal Response.

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. TELEPHONY ENGAGEMENT REQUIREMENTS

This Section contains the functional requirements for the RFP. The information in this section is intended to aid the Vendor in evaluating the requirements, and in preparing its Proposal in response to this RFP accordingly. Where SAIC elects to purchase a Telephone System under a contract resulting from this RFP, the subject Vendor must have met the requirements set forth below for responding to this RFP.

2.1 INFORMATION TECHNOLOGY SCOPE OF WORK

Scope of Work:

The City of Memphis Workforce Investment Network (WIN) requests a new Telephone System for their new facility at 480 Beale Street. The customer will be responsible for procurement of any WAN T1's from 125 N. Main Street to the new facility at 480 Beale Street.

This system will be required to utilize 4 digit dialing with the City Hall Nortel CS1000MG Rls. 5.5 PBX located at 125 N. MAIN, MEMPHIS. The existing systems are set up currently using the centralized Call Pilot system from City Hall.

Four (4) pots lines will be ordered by the City of Memphis to be installed for survivability in the event of a Wide Area Network (WAN) connection outage for the remote site.

Business Requirements

1. Procurement, programming and installation of sixty-nine (69) two line desktop phones, one (1) wall mounted phone and one (1) conference phone.
 2. Procurement, programming and installation of four (4) expansion modules.
 3. Configuration and installation of nine (9) analog ports for fax line usage.
 4. Configure phones to route out local 1FB trunks for 911 capabilities.
 5. Configuration and installation of Voice mail for all phones, with exception of two (2) conference room phones, break room, training rooms, resource room phones (total number of exceptions is 6).
 6. Procurement, programming and installation of five (5) headsets.
 7. Full turn-key installation of the system to include hardware and software, gather all configuration information, configuration of the CS1000MG Rls. 5.5. PBX and end user training for phones.
- 1) Customer will provide existing bay face of the remote sites, phones extensions and customer information.
 - 2) Vendor to request any additional information to provide solution.

A. GENERAL

TECHNICIANS CONDUCTING INSTALLATION MUST BE CERTIFIED. PROOF OF CERTIFICATION MUST BE PROVIDED PRIOR TO INSTALLATION.

1. The Term of the Contract will commence upon execution of a binding SAIC Purchase Order, with the current terms and conditions previously vetted through the City of Memphis' Legal Team, with the chosen vendor. The project should be completed within

- the shortest reasonable period of time.
2. Contractor shall provide a dedicated account/program manager who will be the single point of contact and be directly responsible for all personnel and issues regarding the services proposed in Contractor's response to this RFP. This individual will work with SAIC Staff to proactively address any and all problems/issues.
 3. Contractor shall provide a cost analysis/breakdown to include a detailed proposed solution. Pricing Table is as follows:

QTY	System	DESCRIPTION	UNIT COST	TOTAL
	BASE SYSTEM			
	DESKTOP			
	IMPLEMENTATION			
	MDF/OTHER			

4. Contractor's Proposal must be valid for a period of one hundred eighty (180) days after the date set forth as the Submittal Due Date in Section C of the Request for Proposal.
5. Delivery of equipment shall be made to City IS Inventory, 5125 Elmore Rd. Ste 6, Memphis, TN 38134 and opened upon delivery, to be inventoried as a City of Memphis asset. Upon completion of inventory, the equipment will be repackaged and stored in a secure location at the Elmore Rd facility until needed for installation and implementation. **Please note: Transportation to the installation site is the responsibility of the awarded vendor.**

2.2 BUSINESS OPERATION, ACCOUNT MANAGER, LOCATION AND BUSINESS COMPLIANCE

- Vendors must have a minimum of five (5) years experience in providing similar support and services.
- As part of this RFP, the City and SAIC expect the selected Vendor(s) to provide a dedicated account manager who will be the single point of contact for all issues regarding this project. This individual will work with the City and SAIC staff to proactively address any and all problems and issues.
- Additionally, the Vendor(s) of the proposed solution are requested to have a local office in the Shelby County area or neighboring counties (Crittenden, DeSoto, Fayette or Tipton),

preferably in the City of Memphis.

- Chosen Vendors must also be in compliance with City of Memphis, Shelby County and Tennessee business licensing, bond and insurance requirements. Vendor must provide a current copy of its business license.

2.3 QUALIFIED SERVICE

Vendor must have adequately qualified employees who are available to perform the services that are requested. Vendor may be requested to provide resumes for staff that will perform the services.

TECHNICIANS CONDUCTING INSTALLATION MUST BE CERTIFIED. PROOF OF CERTIFICATION MUST BE PROVIDED PRIOR TO INSTALLATION.

2.4 RELEVANT LOCAL AND CORPORATE EXPERIENCE

SAIC requires that each vendor provide verifiable, documented evidence of local government and corporate experience, preferably in an environment comparable in size and scope to the City for all the services detailed in its proposal. It is the responsibility of the Vendor to explain how past experiences relate to its proposal, including appropriate quantifiable data. Only verifiable experience with references will be considered.

3. PROPOSAL RESPONSE

This Section 3 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 3.**

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

Sections and Topics
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 considered nonconforming.

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 should include a description of the following:

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. 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 should submit the following information:

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

Address. The address of the bidder’s headquarters office.

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

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

Years of Local Service Experience. The number of years the bidder has actively participated in work in Shelby County and its neighboring counties similar to that described in this RFP Section 1.1 Overview of Work.

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.

Customer List. Names, address and telephone numbers of customers to whom the bidder provides the same/similar services as quoted in this document. References may be contacted to describe their experience with the bidder, including the quality of the bidder’s technical support

and maintenance. Particular attention will be paid to the number of Shelby and neighboring county customers and the quality of service rendered to those customers.

Record with the City. Description of current and past bidder experience in delivering services to The City similar to those required under the contract.

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.

Sample resumes of staff. Sample resumes of staff that could be utilized to perform work for the City of Memphis.

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

3.3. RESPONSE TO REQUIREMENTS

In Section 3 of its Proposal, Vendor shall explicitly confirm its agreement with the full scope of Services described in this section.

3.4. 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 twelve (12) months, including contact information for the references.

3.5. INSURANCE AND RISK OF LOSS

In Section 5 of its 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:

Vendor shall indemnify, defend and hold harmless SAIC from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Vendor or any of its subcontractors or suppliers at any tier, or their employees, agents or representatives, arising out of or relating to this Order. Notwithstanding the foregoing, Vendor's obligations under this Section shall not apply to any claims which are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of 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 the 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		Copy to:
Attn: Renna’ B. Green, Sr. Subcontract Administrator		Procurement, Homeland & Civilian Solutions Business Unit
5125 Elmore Road		301 Laboratory Road
Suite 6		PO Box 2501
Memphis, TN 38134		Oak Ridge, TN 37831

Vendor’s insurance shall comply with the requirements set forth in Exhibit 4, and shall include the coverages set forth below.

WORKERS COMPENSATION:

Vendor shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer’s Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$1,000,000	General Aggregate (Per Project / Per Location)
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis

ERRORS AND OMISSIONS LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS OF:

\$2,000,000	Each Occurrence / Aggregate, Inclusive of legal defense costs.
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PROPERTY INSURANCE:

Vendor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

Vendor shall be responsible for maintaining any and all property insurance on its own equipment and shall require all sub-contractors to do likewise. Vendor shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by Vendor.

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

3.6. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Equal Business Opportunity Program

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.

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.

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
Not Applicable**

PROJECT TITLE: Information Services Telephone System Replacement

Project M/WBE GOAL: The Goal for this RFP shall follow the guidelines as set out in Section 3.6 of 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**

Not Applicable

To The Honorable Mayor City of Memphis, Tennessee
From:

VENDOR NAME _____

PROJECT TITLE: **Information Systems Telephone System Replacement**

Enclosed please find the required documents:

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

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

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

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

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

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

***List (on attached sheets as required) all M/WBE firms contacted that the 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

3.7. ANNUAL REPORT

In Section 7 of its proposal, Vendor should 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.

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, Sr. Subcontracts 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	June 21, 2013
Vendor Questions Submission	June 26, 2013
City Response to Questions	June 27, 2013
Proposal Submission Deadline	July 5, 2013
Negotiations	July 10, 2013
Agreement Finalization	July 15, 2013

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

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 June 26, 2013** by 4:00 pm C.S.T. 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 **RFP#_ SAIC CoM RG 2013 R60623 RFP Questions.**” SAIC will post the responses to the questions on the City’s web site **June 27, 2013** by 5:00 pm C.S.T. 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 **July 5, 2013 at 2:00 pm CT**, to the addressee provided below:

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

The label should identify the contents as: **City of Memphis RFP#_ SAIC CoM RG 2013 R60623.**

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 2003 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

RESPONDING TO THIS REQUEST FOR PROPOSAL CERTIFIES THAT NO GRATUITIES WERE OFFERED BY THE SUPPLIER OR SOLICITED BY ANY SAIC EMPLOYEE. IF A GRATUITY WAS SOLICITED, IT SHOULD BE REPORTED IMMEDIATELY TO THE DIRECTOR OF CORPORATE PROCUREMENT AT 703-676-6180. PLEASE REVIEW SAIC'S CODE OF ETHICS AT <http://www.saic.com/corporategovernance/ethics.html>.

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.

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.

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 below. All Proposals that **ARE NOT** a Qualifying Proposal will be disqualified from this RFP process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form and format required) by the due date as specified in Section 4.5.
- Conforms to the requirements of the RFP (e.g. includes the requisite number of copies, customer references, etc.).

6. RFP TERMS AND CONDITIONS

See following pages.

INSTRUCTIONS TO PROPOSERS

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Proposers 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.

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. 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 "Government News," scroll down the list of RFP's and RFQ's, and then click on the RFP Title.

For additional information concerning this solicitation, send an email to:
City_of_Memphis_Bids@saic.com

All materials submitted pursuant to this RFP shall become the property of SAIC.

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. .

Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

Terms and Conditions

RFP TERMS

REQUEST FOR PROPOSAL TERMS

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

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.

Any contract issued under this RFP may be subject to the requirements of Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses receiving a service or service-related contract from the City of Memphis. The Living Wage ordinance and any amendments thereto, can be accessed on the City's website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on the "Doing Business with the City" link. A link to the ordinance will be accessible on the top right side under the section "Links."

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the intent to award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, Tennessee 38103. Notice will be posted on the City's website and outside Council Chambers, located on the lobby floor of City Hall. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

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.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

REQUEST FOR QUOTATION/PROPOSAL (RFQ/P)

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

1: PREPARATION OF OFFERS

- (a) All information shall be in ink or electronically prepared. Mistakes may be crossed out and corrections inserted before submission of your offer. The person signing the offer shall initial corrections in ink.
- (b) An authorized officer of the offeror shall sign all offers.
- (c) All offers shall include the RFQ/P number shown.

2: LATE OFFERS

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

3: ALTERNATE PROPOSALS

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

4: COMPLETENESS

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

5: BRAND NAMES

- (a) Brand names and part numbers, when used, are for reference to indicate the performance or quality desired.
- (b) Equal items will be considered provided that the offeror describes the article. Offers for equal items shall state the brand name and part number, or level of quality. The determination of the Buyer as to what items are equal shall be final and conclusive.
- (c) When brand name, part number, or level of quality is not stated by the offeror, it is understood the offer is exactly as specified.

6: COUNTERFEIT PRODUCTS

For purposes of this clause, Goods are any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

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

7: NET PRICES

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

- (a) Prices should be quoted as "Unit" prices; do not quote "Lot" prices.
- (b) Provide pricing schedule based on specified price breaks, if any.
- (c) If applicable, furnish published price list with offer.

8: EVALUATION

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

9: NO BID

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

10: TAXES

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

11: AWARD

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

12: ACCEPTANCE

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

13: SERVICE LIFE

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

14: DELIVERY

When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid. Collect shipments can be accepted only with proper advance notification, and only with specific approval from the Buyer. If required delivery date is not specified in the RFQ/P, the offeror shall advise the best possible delivery as days ARO.

15: PACKING SLIPS OR DELIVERY TICKETS

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

- (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
- SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Services
- SAIC Subcontract Terms and Conditions (Firm-Fixed Price)
- SAIC Subcontract Terms and Conditions (Time & Materials/Labor Hour)
- Other: SAIC IDIQ - Time and Material/Labor Hour 30 (Rev. 05-25-2012 Memphis)

GOVERNMENT

- SAIC Purchase Order Standard Terms and Conditions
- SAIC Terms and Conditions for Commercial Items (Government)
- SAIC Schedule A Subcontract Specific Terms and Conditions
- SAIC Schedule B Part I U.S. Government Terms and Conditions

- SAIC Schedule B Part II (Agency)
- SAIC Schedule B Part III (FAR Part 12 Subcontracts)
- Solicitation/prime special terms and conditions

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

U.S. Government Solicitation/Contract:

No.

DPAS Rating:

19: GRATUITIES

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

20: BID SECURITY

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

21: VALIDITY PERIOD

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

7. LIST OF ATTACHMENTS AND EXHIBITS

- Exhibit 1: Vendor Questions Template
- Exhibit 2: Proposed Standard Contract
- Exhibit 3: Employee Acknowledgement and Confidentiality Agreement

See following pages.

Exhibit 2 - "Proposed Contract"
Terms and Conditions start next page.

AGREEMENT

SUPPLIER:	AGREEMENT No.:
ADDRESS:	
	AGREEMENT TYPE: Firm Fixed Price

SCHEDULE A

SPECIFIC TERMS AND CONDITIONS

This Subcontract, effective _____, is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC"), and _____ (hereinafter known as "Seller"), a corporation. The work to be performed by Seller under this Subcontract will support SAIC's work under Prime Contract No. 25161 that has been issued by the City of Memphis. The work defined in Statement of Work shall be performed on a Firm Fixed Price basis in accordance with this Schedule A (Specific Terms and Conditions), and any document referenced herein.

1.0 PRICE

The total, firm fixed price for the work to be performed under this Subcontract is \$_____. This Subcontract is fully funded in the amount of \$_____ including profit, through _____ 2013.

2.0 DELIVERY

All goods furnished under this Subcontract shall be delivered FOB Destination. Delivery shall not be deemed complete until all goods have been received and accepted by SAIC, notwithstanding delivery to any carrier. Services shall be deemed delivered after they have been performed, received, and accepted by SAIC.

3.0 INVOICES

Individual work order invoices shall be submitted to SAIC on a monthly basis and shall contain the following information: SAIC as the billed to address, Supplier's remit to address, this Agreement number/work order number, labor categories, hourly rates, and extended dollar totals by category. (Material, Travel and other direct costs are not billable to this agreement.) Invoices will be delivered (preferably in PDF format by email) to:

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

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

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

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

4.0 PAYMENT

Payment terms are Net 30 Days after acceptance of the delivered items or services and receipt of a proper invoice, unless otherwise specified in this Subcontract. 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 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.

5.0 TECHNICAL AND CONTRACTUAL REPRESENTATIVES

The following authorized representatives are hereby designated for this Subcontract:

SELLER:

SAIC:

TECHNICAL:

ADDRESS:

PHONE:

EMAIL:

CONTRACTUAL:

ADDRESS:

PHONE:

EMAIL:

TECHNICAL: Bernita Dodd

ADDRESS: Memphis, TN

PHONE 901-237-6630

EMAIL: Bernita.d.dodd@saic.com

CONTRACTUAL: Renna’ B. Green

ADDRESS: Memphis, TN

PHONE: 901-653-7029

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 PERSONNEL

(a) Personnel performing under this Subcontract shall meet or exceed the minimum qualification and experience requirements specified in the RFP.

(b) If required, Seller shall designate "Key Personnel" who are essential to the successful completion and execution of this Subcontract. Key Personnel shall perform all work necessary for the timely and quality completion of the task to which they are assigned. Seller may not substitute or replace a Key Personnel without SAIC's prior written approval. Seller's Key Personnel are: N/A.

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

7.0 WARRANTY

In addition to any other warranties specified herein or provided by the manufacturer, Seller warrants that; 1) the services provided under this Subcontract 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 one (1) year following acceptance be free from defects in design, material and workmanship. All goods and services will conform to applicable specifications, drawings, and standards of quality and performance. In the event of any breach of the foregoing warranties, 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.

8.0 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; (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, 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. The above indemnification excludes any infringement caused by complying with the SAIC's or SAIC's Customer's requirement to use or use of the Supplier supplied equipment or software not provided by Supplier.

(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 Subcontract is enjoined as a result of Seller's infringement of any patent, trademark, copyright, trade secret, or any other intellectual property right, Seller shall obtain, at no expense to SAIC, the right for SAIC and its customers to use and sell said item or shall substitute an equivalent item acceptable to SAIC.

9.0 INSURANCE

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

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

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

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

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

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

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

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

(i) **Commercial General Liability** as described above in Section 9 (a);

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

(iii) **All-Risk Property Insurance** (as described above in Section 9 (a) in an amount adequate to replace property of Buyer and/or Buyer's customer, including goods covered by this Order, which may be in the possession or control of Supplier. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

10.0 SAIC FURNISHED ITEMS AND INTELLECTUAL PROPERTY

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

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

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

11.0 DISCLOSURE

During the term of this Subcontract and for a period of three (3) years thereafter, 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.

12.0 COMPLIANCE WITH LAW

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

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

13.0 EXPORT CONTROL COMPLIANCE

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

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

14.0 ORGANIZATIONAL CONFLICT OF INTEREST

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

15.0 CHANGES

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

16.0 TERMINATION

(a) Cause. The Buyer may, by written notice of default to the Supplier, terminate the whole or any part of this Agreement or a Task Order, in any one of the following circumstances: (i) if Supplier fails to make progress in the work so as to endanger performance; (ii) if Supplier fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) work days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure; (iii) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due, and is unable to perform or provide the services under this Agreement; or (iv) if Buyer's customer requests the removal of Supplier's personnel or Buyer's customer terminates the prime contract commitment under which this Agreement is issued, in which event Buyer's termination of Supplier will be effective the earliest of either (a) the date its customer's termination is effective or (b) the date by which its customer has directed that personnel be terminated, or (c) two (2) weeks subsequent to Buyer's termination notice provided under this section (a) (iv). The Buyer may also terminate any Task Order hereunder upon thirty (30) days prior, written notice, without cause.

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

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

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

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

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

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

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

17.0 GOVERNING LAW

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

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

18.0 DISPUTES

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

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

19.0 SUBCONTRACT CLOSEOUT

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

20.0 ASSIGNMENTS AND SUBCONTRACTS

This Agreement may not be assigned, novated or otherwise transferred by operation of law or otherwise by Supplier without prior written consent from SAIC, which consent shall not be unreasonably withheld, provided, however, that SAIC may deny consent where it is in SAIC's best interest to do so. Except to the extent identified in Supplier's proposal, Supplier agrees to obtain SAIC's written approval before subcontracting this order or any substantial portion thereof. Supplier shall notify the Buyer's Contractual POC in writing if the Supplier changes the amount of a lower-tier subcontract effort after award such that it exceeds seventy (70%) percent of the total cost of work to be performed by Supplier under the Agreement. The notification shall identify the revised percentage of Supplier's effort and shall include verification that the Supplier will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

21.0 GENERAL RELATIONSHIP

SAIC shall be solely responsible for all liaison and coordination with SAIC's customer as it affects the applicable prime contract and this 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 AUDIT

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

24.0 STANDARDS OF BUSINESS ETHICS & CONDUCT

SAIC is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that SAIC employees adhere to a particularly high ethical standard in accordance with SAIC's Code of Conduct, which may be viewed at <http://investors.saic.com/phoenix.zhtml?c=193857&p=irol-govconduct>. SAIC's expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the SAIC Code of Conduct. In addition, SAIC strongly encourages that Supplier have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Supplier wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Supplier to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Supplier has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this Agreement/order, Supplier shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The

Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available www.saic.com under Corporate Governance in Investor Relations. SAIC provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of SAIC.

25.0 ORDER OF PRECEDENCE

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

1. Schedule A: Specific Terms and Conditions Form 9-932-024 (Rev.05-24-2012 Memphis 30 day)
2. Statement of Work and any referenced specifications

26.0 SURVIVAL

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

27.0 ENTIRE AGREEMENT

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

28.0 EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

29.0 BUSINESS LICENSE

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

30.0 CITY'S RIGHTS

SAIC and Supplier understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis is hereby expressly made a third party beneficiary of this Agreement. This

Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, or such other third party as the City of Memphis directs, whereupon SAIC shall have no further interests herein.

31.0 LIVING WAGE, OTHER LOCAL LAWS

Supplier is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Supplier shall promptly notify SAIC of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

32.0 EQUAL EMPLOYMENT

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

33.0 PUBLIC RECORDS

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

34.0 OCCUPATION OF FACILITIES

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

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

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

35.0 INTELLECTUAL PROPERTY RIGHTS

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

Except as expressly authorized in writing by the Buyer, the Supplier shall not retain any rights to use, sell, distribute,

publish, reproduce, modify, create derivative works of, make, or have made any of the Technology. Nothing otherwise contained in this Agreement shall be implied to grant the Supplier any license with respect to the Technology or to the work performed hereunder or the results thereof.

36.0 CONDITIONAL AGREEMENT

This Agreement is conditioned upon: (1) the City approving the commitment of funds for this project and approving the contract through SAIC; and (2) the issuance by SAIC of Work Order document(s) hereunder.

37.0 NOTICES

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

SELLER:

SAIC:

TECHNICAL:

ADDRESS:

PHONE:

EMAIL:

CONTRACTUAL:

ADDRESS:

PHONE:

EMAIL:

TECHNICAL: Bernita Dodd

ADDRESS: Memphis, TN

PHONE 901-237-6630

EMAIL: Bernita.d.dodd@saic.com

CONTRACTUAL: Renna' B. Green

ADDRESS: Memphis, TN

PHONE: 901-653-7029

EMAIL: Renna'.b.green@saic.com

38.0 CONFLICT OF INTEREST AND ANTI-KICKBACK

Supplier shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with SAIC's or SAIC's customer's best interests in connection with this Order. This obligation shall apply to the activities of Supplier's employees and agents in their relations with SAIC's employees, their families, vendors and third parties arising from this Order and accomplishing work hereunder. Supplier's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing

or offering gifts, entertainment, payments, loans, kickbacks or other considerations for any purpose whatsoever. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Supplier agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Supplier's failure to comply with the provisions of this provision.

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

SELLER:

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

(Company Name)

x

(Signature)

NAME:

(Type or Print)

TITLE:

DATE:

X

(Signature)

NAME: RENNA' B. GREEN

(Type or Print)

TITLE: SR. SUBCONTRACTS ADMINISTRATOR

DATE:

EXHIBIT 3

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: _____