



INTER OFFICE MEMORANDUM

TO: City Clerk

FROM: Renee Domingo, Office
Emergency Services

SUBJECT:

DATE: October 4, 2012

**Executed Professional Services Agreement between City of Oakland and Science
Application International Corporation for the Continuity of Operations (COOP) Plan**

Approval


N/A

Date

Please see attached Executed professional services agreement between the City of Oakland and Science Application International Corporation for the Continuity of Operations (COOP) plan in the amount of \$84,275 for your records

Thank you

Respectfully submitted,



RENEE A DOMINGO
Director, Emergency Services
And Homeland Security

For questions please contact Eileen Ogata, Office Manager at 238-4764

Attachment Agreement

Cc Dawn Jenkins, Fire Admin with copy of agreement
Cynthia Chimonyo, OES with copy of agreement (UASI file)
OES file with copy of agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met

Now therefore the parties to this Agreement covenant as follows

1 Parties and Effective Date

This Agreement is made and entered into as of **August 8, 2012** between the City of Oakland, a municipal corporation, ("City"), One Frank H Ogawa Plaza, Oakland, California 94612, and SAIC ("Contractor")

2 Scope of Services

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement **Schedule A** includes the manner of payment The Project Manager for the City shall be Renee Domingo

3 Time of Performance

Contractor's services shall begin on October 1, 2012 and shall be completed by February 28, 2013

4 Compensation and Method of Payment

Contractor will be paid for performance of the scope of services on a **firm fixed price** basis for **eighty-four thousand, two hundred seventy five dollars (\$84,275)**, based upon the scope of services and the budget by deliverable task in **Schedule A** The maximum that will be charged for the entire scope of work will not exceed the firm fixed price amount, even if the Contractor's actual costs exceed such amount Invoices shall state a description of the deliverables completed and the amount due Payments shall be made according to the schedule and provisions set forth in the Scope of Services, **Schedule A**

5 Independent Contractor

a Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction,

compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees Contractor will determine the method, details and means of performing the services described in **Schedule A**

b Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program This means Contractor is able to fulfill the requirements of this Agreement Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto

c Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement On request, Contractor will provide the City with proof of timely payment Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision

d Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit

e Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement

f Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement

g Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City

6 Proprietary of Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7 Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8 Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9 Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement, and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference

10 Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11 Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12 Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13 Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2 04, Chapter 2 04 120 Surplus supplies and equipment – Disposal or Destruction.

14 Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**, Insurance Requirements. **Schedule Q** is attached and incorporated herein by reference.

15 Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) to the extent caused by or arising out of any
- (i) Breach of Contractor's obligations, representations or warranties under this Agreement,
 - (ii) Negligent Act or failure to act in the course of performance by Contractor under this Agreement,
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement,
 - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor,
 - (iv) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above, and

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- (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party based on acts or omissions of the Contractor
- b For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors
- c City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests
- d Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel reasonably acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, if Contractor fails or refuses to defend City with Counsel reasonably acceptable to City, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City
- e Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee
- f All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement
- g The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable

16 Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor

17 Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2 06 (Ordinance 12857 C M S, passed January 15, 2008 and effective February 1, 2008) The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount

Disputed late payments are subject to investigation by the City of Oakland Liaison, Department of Contracting and Purchasing upon the filing of a complaint Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release, and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City The affidavit shall provide the names and address of all subcontractors and the amount paid to each

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that

delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract

Prompt Payment invoice and claim forms are available at the following City of Oakland website <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, the Department of Contracting and Purchasing, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C M S, neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

20. Termination on Notice

The City may terminate this Agreement for cause or without cause upon giving (30) calendar days' written notice to Contractor. Contractor will not be held liable for any failure or delay in performance due to events beyond its direct control. Termination for cause will only occur as a result of material breach by Contractor and only after Contractor has been given notice and an opportunity to cure such material breach. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **February 28, 2013**.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

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- 1 Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom
- 11 Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter
- 111 Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor
- 1v Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq , pertaining to conflicts of interest in public contracting Contractor shall exercise due diligence to ensure that no such official will receive such an interest
- v Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq) and



its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq)

- v1 Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement
- vii Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein

b No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation

22 Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws During the performance of this Agreement, Contractor agrees as follows

- a Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability This nondiscrimination policy shall include, but not be limited to, the following employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs,



termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

- b Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability
- c Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein
- d If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment

23 50% Local and Small Local Business Enterprise Program (L/SLBE)

- *50% Participation Requirement* -

- i) Professional Services There is a twenty percent (50%) minimum participation requirement for all professional services contracts \$50,000 or more
- ii) Construction Services Contractors shall comply with the twenty percent (50%) local business participation requirement at a rate of twenty-five percent (25%) local and twenty-five percent 25% small local business participation
- iii) The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s) or a small local certified firm may meet the twenty percent requirement A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement

- *Preference Points*

- i) Oakland Presence - Local certified firms may earn a maximum of 25 additional preference points during the evaluation phase of the competitive process Preference points are earned (regardless of business size or level of L/SLBE participation) for having a substantial presence in Oakland for 25 or more years
 - ii) Oakland Resident Workforce - Firms may earn up to a maximum of five (5) extra preference points for having an existing work force that includes Oakland residents
- b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary



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- c) Incentives – Upon satisfying the minimum fifty percent requirement, a consultant will earn a minimum of two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent (80%) of the total contract dollars attributable to local certified firms.
 - d) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Department of Contracting and Purchasing, along with a *copy* of the final progress payment application.
 - e) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Department of Contracting and Purchasing, Social Equity Division prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
 - f) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
 - g) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 - 1 In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 - j In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24 Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- b Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to <http://www.irs.gov>.
- e Contractor shall provide to all employees and to the Department of Contracting and Purchasing, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

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- f Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement
 - g Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees Contractor shall provide a copy of said list to the Department of Contracting and Purchasing, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500 00) for each day that the list remains outstanding Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period
 - h Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions Contractor shall include the above-referenced sections in its subcontracts Copies of said subcontracts shall be submitted to the Department of Contracting and Purchasing

25 Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2 232 010 of the Oakland Municipal Code and its implementing regulations The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees (Ord 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000 00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city, and Entities which enter into a "property contract" pursuant to Section 2 32 020(D) with the City in an amount of twenty-five thousand dollars (\$25,000 00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city, (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city, and (3) elsewhere in the United States where work

related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**

26. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

27. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

28. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

29. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

30. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

31. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

32 Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

33 Governing Law

This Agreement shall be governed by the laws of the State of California.

34 Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City of Oakland
Fire Department, Office of Emergency Services
1605 Martin Luther King Jr Way, 2nd floor
Oakland, CA 94612
Attn: Renee A. Domingo

SAIC
2301 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Betty Kamara



Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective

35 Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

36 Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

37 Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

38 Time of the Essence

Time is of the essence in the performance of this Agreement.

39 Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.



Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor

40 Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below

41 Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail

42 Limited Warranty

(a) Contractor warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided City has delivered to Contractor timely notice of such breach as hereinafter required, Contractor shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard, or (2) refund to City that portion of the Price received by Contractor attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless City has delivered to Contractor written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty


(b) CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CITY'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS

(c) City represents and warrants to Contractor that City has the right to use and furnish to Contractor for Contractor's use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to



Contractor in order for Contractor to perform the Services and to create the Deliverables identified within the scope under this Agreement

City of Oakland,
a municipal corporation

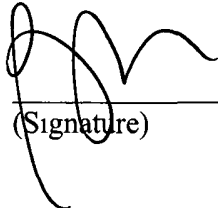
 10/2/12
(City Administrator's Office) (Date)

(Agency Director's Signature) (Date)

Approved as to form and legality

 7-20-12
(City Attorney's Office Signature) (Date)

Science Applications International Corporation

 09/15/2012
(Signature) (Date)

95-3630868

Business Tax Certificate No

Date of Expiration

83999
Resolution Number

Accounting Number



CITY OF OAKLAND

CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS

SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

Throughout the COOP planning process, Contractor will work individually with City of Oakland department representatives to provide in-depth training on how to develop and maintain a COOP plan. Contractor understands that the City of Oakland COOP Plan must be a dynamic document that is continuously changing, thus, those responsible for the plan maintenance must have the knowledge and understanding to update and revise the plan.

The project shall be divided into the project phases outlined in exhibit 5-1.

Exhibit 5-1: Project Phases**Project Phases****Phase 1: Project Initiation****Phase 2: Business Impact Analysis (BIA)****Phase 3: COOP Risk and Vulnerability Analysis****Phase 4: COOP Plan Development and Finalization****Phase 1 Project Initiation**

During the project initiation phase, Contractor will start assessing City of Oakland departments' COOP capabilities and reviewing emergency management-related documentation, plans, and procedures. During this phase, we will also introduce our process for conducting the BIA to City of Oakland stakeholders.

COOP Project Planning Conference Call. Contractor project manager will initiate the planning process by conducting a project planning conference call with the designated City of Oakland COOP project sponsor/manager and key project staff to identify key City of Oakland personnel and review the scope of the COOP planning process. Together, they will accomplish the following:

- Confirm the project time line, deliverables, and assumptions
- Identify participants to serve on the COOP Steering Committee
- Identify and collect copies of emergency management documents to be reviewed by Contractor
- Agree on existing COOP documents to be reviewed by Contractor
- Discuss the project communication procedures

Project Work Plan. Contractor project manager will use the discussion during the COOP project planning conference call to develop a project work plan that details the project milestones, exercise schedule, completion dates, deliverables, and assumptions. The project work plan will be a dynamic document, allowing for changes as needed throughout the project. Each change will be documented by Contractor and reviewed and approved by the City of Oakland project sponsor. This, along with the project status reports, will track the scope of the project versus available funding and document deviations.

Web-Based Document Sharing Site. At this point, Contractor will also establish a secure, document sharing website so that project team members have a repository for existing plans and project documents

Documentation and Plan Review. Contractor project team will review the emergency management-related documentation provided by the City of Oakland, including documents that are a work in progress and the existing COOP plan Contractor has developed a COOP checklist of over 90 standards that we will use to review the City of Oakland's COOP-related plans and procedures This checklist was recently updated to incorporate California Standardized Emergency Management System (SEMS) requirements For this project, CONTRACTOR will incorporate the COOP guidance from Cal EMA Contractor will refer to this checklist throughout plan development to make certain that the City of Oakland's COOP plans comply with the latest industry standards This process is similar to the one that we used to ensure that the City of Oakland Emergency Operations Plan (EOP) complied with the National Incident Management System (NIMS), Incident Command System (ICS), SEMS, and the Emergency Management Accreditation Program (EMAP)

Review of City of Oakland documentation will take place off-site at Contractor offices After a review of the documents, Contractor will pre-populate the 18 City of Oakland department interview tools in preparation for the COOP project kickoff meeting The documentation and plan review combined with the on-site COOP departmental consultations will provide Contractor with the information we need to assess the City of Oakland's COOP capabilities

COOP Project Kickoff Meeting. Contractor project team will come on-site to facilitate a two-hour COOP project kickoff meeting with representatives from the 18 participating City of Oakland departments This meeting will introduce the department representatives to the COOP planning process and discusses their involvement in the project with the Contractor project team The COOP project kickoff meeting will outline the phases of the COOP project, discuss the time line for completion, and educate department representatives on the type of information we will collect during the on-site COOP departmental consultations During the COOP project kickoff meeting, Contractor will also distribute the customized COOP interview tool to representatives from the 18 City of Oakland departments This interview tool will help identify departmental mission essential functions Each department will have approximately two weeks to think about provide their initial feedback on their mission essential functions prior to the on-site COOP departmental consultations (described in phase 2 below)

Exhibit 5-2. Phase 1 Deliverables

Project Initiation		
Deliverable	City of Oakland Resources and Tasks	Proposed Completion Date
COOP Project Planning Conference Call	Two hours for call (conference line provided by Contractor)	October 1, 2012
Project Work Plan	Time to review document	October 8, 2012
Establish Web-Based Document Sharing Site	Confirm and verify ability to access Microsoft SharePoint site	October 8, 2012

Project Status Reports Provided Every Other Week	Time to review document	Biweekly throughout the project
Document Review	Provide emergency management documents to Contractor	October 3-17, 2012
COOP Project Kickoff Meeting	Attend the two-hour COOP project kickoff meeting	October 10, 2012
COOP BIA Interview Tool	Review and fill out the COOP interview tool prior to the on-site COOP departmental consultation	October 17-November 5, 2012

Phase 2. Business Impact Analysis

The BIA phase will focus on defining mission essential functions so that critical City of Oakland processes and resources can be identified and prioritized. Once these functions have been identified, Contractor will work with City of Oakland stakeholders to identify the resources (personnel, facilities, equipment, supplies, vital records, and critical systems) required to support City of Oakland mission essential functions.

Contractor understands that there are varying levels of understanding of continuity of operations. Throughout the COOP planning process, Contractor will remind stakeholders of the purpose of the COOP plan, how a COOP plan differs from an EOP, and the types of situations in which a COOP plan may be implemented. Based on our experience with the City of Oakland, we know that our team will have to be advocates for the project and clarify with stakeholders why they should participate, the importance of this project, and how this project differs from other emergency preparedness efforts they may be assisting OES with.

COOP Steering Committee Working Group Session #1. Contractor will work with the City of Oakland project sponsor to identify representatives who will serve on the COOP Steering Committee. The COOP Steering Committee should include representatives from key departments that provide critical services to the community as well as to other City of Oakland departments, such as information technology, emergency management, budget and risk management, human resources, facilities, city management, and administration.

In phase 2, Contractor will conduct the first of three working group sessions with the COOP Steering Committee to establish key elements of the overarching COOP program. The first working group session will introduce the COOP Steering Committee to the COOP planning process and discuss project involvement. They will then work to define the vision, mission, and long-term goals of the City of Oakland COOP Plan. The remainder of the first working group session will focus on the following:

- Reviewing policies, procedures, and laws and ordinances relevant to the City of Oakland COOP Plan
- Developing criteria for identifying City of Oakland mission essential functions
- Developing action phases that account for time criticality and recovery time objectives (within 12 hours, 24–72 hours, 14 days, etc.)
- Establishing the City of Oakland's emergency priorities (food, water, shelter, medical care, as applicable)

- Establishing administrative priority to sustain the City of Oakland's infrastructure (fiscal) or other guidelines as determined necessary by the participants

During the first COOP Steering Committee working group session, Contractor will provide the COOP Steering Committee with a COOP workbook that forms the foundation of the City of Oakland COOP Plan and reflects the unique City of Oakland's policies and characteristics. The COOP workbook will focus on the following elements: criteria for prioritizing mission essential functions, orders of succession and delegations of authority for City of Oakland leadership, vital records management, requirements for continuity locations, COOP plan maintenance, testing, training, and exercising, and a multiyear program management strategy and plan.

On-Site COOP Departmental Consultations Contractor will coordinate and conduct a series of on-site COOP departmental consultations to obtain the data needed for the BIA, the risk and vulnerability assessment, and the COOP plan. Approximately two to three weeks following the COOP project kickoff meeting, Contractor will conduct the first on-site COOP departmental consultation using the COOP interview tool. The first and second on-site COOP departmental consultations will focus on identifying mission essential functions and key resources needed to support these functions. The third on-site COOP departmental consultation will be used to gather additional information necessary to identify and address orders of succession and delegations of authority, communications, alert and notification, continuity locations, and processes used to safeguard vital documents and records.

Contractor envisions that the on-site COOP departmental consultations will last approximately 90 minutes for each consultation. Contractor recommends that the following departments participate in the on-site COOP departmental consultations and COOP plan development: Office of the Mayor, City Administrator's Office, City Attorney, City Auditor, City Clerk, City Council, Community and Economic Development Agency, Contracting and Purchasing, Finance and Management Agency, Fire Department, Human Resource Management, Human Services, Information Technology, Office of Parks and Recreation, Police Department, Public Library, and the Police Department.

Contractor anticipates that in-depth interviews for Human Services, Information Technology, the Fire Department, and the Public Works Agency that will last up to three hours. These departments typically have a significant number of mission essential functions among their divisions or interdependencies with other departments. Contractor will conduct the on-site COOP departmental consultations on consecutive business days.

Exhibit 5-3: Phase 2 Deliverables

Business Impact Analysis		
Deliverable	City of Oakland Resources	Proposed Completion Date
COOP Steering Committee Working Group Session #1	Four hours to attend the working group session	Week of November 5, 2012
COOP Workbook	Review the COOP workbook and fill in information pertinent to OES	November 5-9, 2012

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**Three Sets of One-on-One
Departmental COOP
Consultations**

Prepare for and participate in up to
eighteen 90-minute on-site COOP
departmental consultations. Four
key departments will be required to
prepare for and participate in up to
three-hour consultations

November 12 –
December 14, 2012

Phase 3: COOP Risk and Vulnerability Analysis

Risk analysis and mitigation are key components of disaster preparedness. The COOP risk and vulnerability analysis will support the City of Oakland's understanding of critical resource vulnerabilities and the development of a mitigation plan that minimizes the risk of losing a critical resource. This analysis will take into account hazard identification and risk assessment in terms of natural and human-caused hazards that may face each department and mission critical asset. In addition, the analysis will identify risks related to the facility, personnel, systems, equipment, and records. The outcome of the risk and vulnerability analysis will be a findings report. The risk and vulnerability analysis includes three components:

Facility Assessments. Contractor will conduct up to five inspections of the City of Oakland's primary operating facilities. Contractor will conduct the inspections prior to the second COOP Steering Committee working group session in order to include the results in the Risk And Vulnerabilities Analysis Findings Report.

Departmental Risk Assessment. As part of the on-site COOP departmental consultations, Contractor will work with each of the 18 City of Oakland departments to complete a departmental risk worksheet to identify risks affecting departmental performance, and will rate the risks according to the severity of vulnerability of each risk. In addition to the facility inspection of up to five of the City of Oakland's primary operating facilities, the City of Oakland will also complete a facility risk worksheet for each of the five facilities. The facility risk worksheet identifies building-specific COOP risks. Deliverables associated with this phase serve as the foundation for developing a COOP plan that addresses the highest priority hazards and vulnerabilities.

Citywide Risk Assessment. Contractor will review the hazard and risk assessment analysis data collected by the Association of Bay Area Government (ABAG) to assess natural and human-caused risks to the City of Oakland.

The information from the facility assessments, on-site COOP departmental consultations, and the review of the ABAG hazard and risk assessment data will provide a clear assessment of the City of Oakland's COOP vulnerabilities and risks. Upon completion of the three assessments, Contractor will facilitate a second COOP Steering Committee working group session to review the results of the BIA and the COOP risk and vulnerability findings report. Overall priorities for the COOP plan and departmental annexes will be identified during this COOP Steering Committee working group session.

Exhibit 5-4: Phase 3 Deliverables

COOP Risk and Vulnerability Analysis		
Deliverable	City of Oakland Resources	Proposed Completion Date
Facility Assessments	Identify and accompany Contractor to conduct the site assessments	December 3-14, 2012
Departmental Risk Worksheets	Provide feedback and information prior to and during on-site COOP departmental consultations on the departmental risk worksheet	December 10-14 2012
COOP Risk and Vulnerability Analysis Findings Report	Review draft report and provide feedback	January 1-4 2013
COOP Steering Committee Working Group Session #2	Four hours to attend the working group session	Week of January 14, 2013

Phase 4 COOP Plan Development and Finalization

Contractor will produce the draft and final versions of the City of Oakland's COOP plan, departmental annexes, and time-phased operational checklists. The COOP plan reflects the overarching COOP program and concept of operations for the City of Oakland. The departmental annexes identify the essential COOP plan elements at the departmental level. The COOP plan will be accompanied by time-phased operational checklists to follow during an emergency.

The COOP checklists are important components of the implementation of operational plans and procedures to be used during an event for a timely and orderly response and recovery. The checklists address continuation of mission essential functions in a time-phased operational approach to ensure a smooth transition from response through recovery. The checklists address response (activation and relocation, 0-12 hours), stabilization (continuity location operations), and recovery (reconstitution through termination and return to normal operations).

Draft COOP Plan Review. Contractor will submit the draft COOP plan to the City of Oakland's project sponsor to distribute to the departments for review and comment. The COOP plan will provide operational concepts relating to various emergencies, identify the composition of the COOP Steering Committee, and describe the overall responsibilities of the COOP Steering Committee for responding to the scenario of an unscheduled business-disrupting event. The COOP plan reflects the overarching COOP program for the City of Oakland as defined during the COOP Steering Committee working group sessions. Additionally, the COOP plan addresses the critical components of COOP planning, including orders of succession for key City of Oakland positions, identification of continuity locations, guidelines for the preservation of vital records, and prioritization of mission essential functions for the City of Oakland. Throughout COOP plan development, Contractor will use our COOP crosswalk to make certain that each element required by national and state standards and guidelines is included in the City of Oakland's COOP plan.

COOP Steering Committee Working Group Session #3. Contractor will facilitate a final working group session to review the final COOP plan with the COOP Steering Committee.

Contractor will also discuss COOP plan implementation and the strategy for plan maintenance. Upon receipt of revisions from the project sponsor, Contractor will finalize the COOP plan.

COOP Awareness Level Training Session. Contractor will facilitate an awareness level training session directly following working group session #3 (within 1 day). The awareness level training session will orient City of Oakland personnel to the Oakland COOP program, train city staff on COOP roles and responsibilities, and walk through the newly created COOP plan.

COOP Executive Summary. After the COOP Steering Committee has provided their feedback on the final draft of the COOP plan, Contractor will make the changes to the final COOP plan and create a COOP plan executive summary that can be used as a standalone document.

Exhibit 5-5: Phase 4 Deliverables

COOP Plan Development and Finalization		
Deliverable	City of Oakland Resources	Proposed Completion Date
COOP Plan	Review the draft COOP plan	January 23-31, 2013
COOP Departmental Annexes	Review the draft COOP departmental annexes	January 24-31, 2013
COOP Time-Phased Operational Checklists	Review the draft COOP time-phased operations checklists	January 24-31, 2013
Review Period/Plan Updates	Provide comments on the draft COOP deliverables	January 24-31, 2013
COOP Steering Committee Working Group Session #3	Two hours to attend the working group session	Week of February 4, 2013
COOP Awareness Level Training Session	Two hours to attend the training session	Same day as Working Group Session #3
COOP Executive Summary	Review the draft COOP executive summary	February 11-15, 2013

Project Cost

The fixed price is derived from estimating the number of work hours for each task, estimating the cost of materials, printing, and administrative expenses, and budgeting for reasonable and customary travel expenses for on-site meetings, consultations, and working group session facilitation

Exhibit 7-1 shows the project cost for each project phase

Phase	Cost by Phase
Phase 1 Project Initiation	\$12,459
Phase 2 Business Impact Analysis	\$32,450
Phase 3 COOP Vulnerability and Risk Analysis	\$14,000
Phase 4 COOP Plan Development and Finalization	\$25,366
Total Estimated Cost	\$84,275

(inclusive of labor, indirect costs, and expenses [travel, equipment and supplies, and other direct costs])

Key Assumptions

This project is based on the following assumptions

- **General Assumptions.** All meetings, consultations, and working group sessions will take place at a site provided by the City of Oakland. City of Oakland will also provide audiovisual equipment (for example, screens, microphones, speakers) at no additional cost. All documents will be created using Microsoft Office software. All draft documents will be provided electronically to help with cost efficiency. Final versions will be printed in color and will be professionally bound where appropriate. Upon incorporation of comments and edits to draft deliverables and resubmission to the City of Oakland, such deliverables will be considered accepted and payment will be due. Contractor will submit monthly invoices for deliverables completed during the month.
- **Project Sponsor.** The City of Oakland will assign a primary point of contact to serve as the project sponsor and to address administrative and functional issues.
- **Confidentiality Policies.** Contractor uses only pre-approved, designated personnel who have signed non-disclosure or confidentiality statements, if required. Contractor will follow its documented internal procedures and protocols to protect confidential materials obtained from the agencies and departments. Contractor established these internal procedures to meet requirements by federal, state, and local governments to ensure protection of critical infrastructure data.
- **Access to Materials.** All documentation that is deemed pertinent to the development and critical operation of an effective COOP plan should be made available to the project team for review in electronic format upon request within 3 days. These materials may include but are not limited to existing emergency operations plans, including all annexes and appendices, standard operating procedures, after action reports from exercises or incidents, operating policies/procedures, system documentation, contracts, purchasing-related documents, and network diagrams.

- **Access to City of Oakland Personnel.** Availability of the representatives of the City of Oakland departments is critical to obtaining the information required for the overall success of this project. Information presented by City of Oakland subject matter experts will be accepted as factual and no confirmation will be made.
- **Accuracy of Customer (or Other) Information.** The opinions and recommendations contained in Contractor's findings report depend on the accuracy, completeness, and correctness of the data, specifications, documents, and other information provided by stakeholders, whether provided in writing or orally (known as "customer information"). Customer information may include information, data, and documents relating to facilities, physical security systems, procedures, and policies. If any of the customer information is inaccurate, incomplete, or incorrect, this would affect the opinions and recommendations contained in any subsequent report by Contractor.
- **Acceptance of Deliverables.** Deliverables will be provided in a draft format and comments should be provided within 14 calendar days or as specified in the project work plan. Upon incorporation of revisions to the draft deliverables and one final resubmission to the City of Oakland, the deliverables will be considered accepted.
- **Deliverables.** Contractor will provide draft interim deliverables in electronic format on the Microsoft SharePoint team site or via e-mail. Contractor has budgeted to provide materials for 25 individuals for each COOP Steering Committee working group session and the COOP project kickoff meeting. Contractor has budgeted to provide two black and white copies of materials for each on-site COOP departmental consultation. The final COOP plan and departmental annexes will be provided as one hard copy, bound, and in black and white with a color cover. One CD containing the deliverable files for the final COOP plan and departmental annexes will be provided in Microsoft Word format along with the hard copy.
- **Work Location/Meeting Space.** The City of Oakland will provide meeting room space to conduct the COOP project planning meeting, COOP project kickoff meeting, COOP Steering Committee working group sessions and the on-site COOP departmental consultations. Contractor will perform work off-site at Contractor offices, except when required to be on-site for meetings or interviews. Contractor has not included the cost for refreshments and audiovisual equipment for meetings, consultations, and working group sessions. Contractor has assumed that a City of Oakland facility will provide the necessary audiovisual equipment.
- **Payment Plan Based on Deliverables.** Contractor will invoice City of Oakland for the project upon completion of each of the phases referenced in exhibit 7-1. This agreement is based on firm fixed price and Contractor will not report the hours expended in its invoices. Upon incorporation of comments and edits to the draft deliverables and resubmission to City of Oakland, such deliverables will be considered accepted and payment will be due. Invoice payment terms are net 30 days.

Phase 1 Project Initiation

- Contractor will conduct one project planning meeting via conference call with the City of Oakland and other key personnel.
- Contractor will develop one draft and one final project work plan and will submit it to the City of Oakland project manager electronically.
- Contractor will develop a password-protected, secure website and provide up to 25 passwords.

- Contractor will provide electronic biweekly status reports on a date to be established by the City of Oakland point-of-contact or project sponsor
- Contractor will conduct a documentation and plan review of existing emergency management-related documents Contractor has estimated that we will review eight plans, procedures, or lessons learned documents relevant to the COOP planning project
- Contractor will conduct one two-hour on-site COOP Steering Committee working group session Contractor will provide 25 copies of the meeting materials

Phase 2 Business Impact Analysis

- Contractor will review the electronic COOP interview tools from each department
- Contractor will complete the City of Oakland mission essential functions list and provide electronic copies to City of Oakland department representatives and city stakeholders for review and finalization
- Contractor will conduct and document three sets of on-site consultations with each of the 18 departments Each consultation is estimated to last approximately 90 minutes, with the possibility of 4 lasting up to 3 hours Contractor will conduct each set of consultations over four consecutive business days

Phase 3 COOP Vulnerability and Risk Analysis

- Contractor will distribute the department risk worksheet to City of Oakland personnel electronically
- Contractor will conduct facility inspections on up to five City of Oakland primary facilities
- Contractor will deliver one electronic copy of the COOP vulnerability and risk analysis findings report
- Contractor will conduct one two-hour on-site COOP Steering Committee working group session Contractor will provide 25 copies of the meeting materials

Phase 4 COOP Plan Development and Finalization

- Contractor will deliver one electronic copy of the draft COOP plan
- Contractor will deliver one electronic copy of each draft COOP departmental annexes (total of 18)
- Contractor will deliver one color copy of the final COOP plan
- Contractor will deliver one black and white copy with color cover of the final COOP departmental annexes
- Contractor will conduct one two-hour onsite COOP Steering Committee working group session for the final COOP plan walk-through Contractor will provide 25 copies of the meeting materials



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

- (1) Business Name Science Applications International Corporation
- (2) Business Contact Person (Name/Title) Betty Kamara, Contracts Administrator
- (3) Business Contact Person (Phone/E-mail) 321 441 8518, betty v kamara@saic.com
- (4) Business Headquarters Address 2301 Lucien Way, Suite 120, Maitland, FL 32751
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below
Previous Contracts
1 Multi-Hazards Emergency Operations Plan (EOP) | Oakland Fire Department
2 Development of a Resource Management System | Oakland Fire Department
- (6) The above named company is currently responding to the following contract opportunity
Title Continuity of Operations Plan (COOP)
Project Number _____
Name of City Contact/Project Manager/Agency/Department Oakland Fire Department
Phone/ e-mail Renee Domingo, City Project Manager, 510 238 6353

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) [Signature] Date 8/29/2012

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed)

Signed (Business Owner) _____ Date _____

* Excerpt (Resolution #82727) RESOLVED That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility and



Schedule C-1
"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)
(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by

- A Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities,
- B Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access,
- C Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result,
- D Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive,
- E Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities, and
- F If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects) In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to Construction Services projects)

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form"
The Exit Report and Affidavit Form may be located on the City's website at
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions

8/29/2012

Date

Science Applications International Corporation

Company Name

2301 Lucien Way, Suite 120

Address

Maitland

City

FL

State

32751

Zip

Signature of Authorized Representative

Betty Kamara

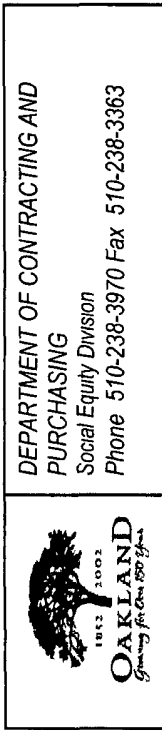
Type or Print Name

Contracts Administrator

Type or Print Title

321 441 8518 | betty.v.kamara@saic.com

Phone/Email



DEPARTMENT OF CONTRACTING AND
PURCHASING
Social Equity Division
Phone 510-238-3970 Fax 510-238-3363

SCHEDULE D OWNERSHIP, ETHNICITY and GENDER QUESTIONNAIRE

Part I OWNERSHIP & ETHNICITY of PRIME

Firm or Individual Name Science Applications International Corporation Phone (321) 441-8518
Street Address 2301 Lucien Way, Suite 120 City Maitland State FL Zip 32751 Federal ID # 95-3630868
City of Oakland Business License Number 2233118 Completed by Betty Kamara Phone if different from above _____

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation Delaware
☐ Partnership, General or Limited _____ Names of Partners _____
☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				2			
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date

- ☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____
☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
☐ Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
☐ Other _____ Cert # _____ Expiration Date _____

Part III Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management	SEE ATTACHMENT A													
Professional														
Technical														
Clerical														
Trades														

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veterans of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. **Signature** _____

Print Name Betty Kamara

Title Contracts Administrator

Date 8/29/2012

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY

Attachment A

CO= 9240736
U= 9240736

EQUAL EMPLOYMENT OPPORTUNITY
2011 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1 SCIENCE APPLICATIONS INTL CORP
1710 SAIC DRIVE
MCLEAN VA 22102

SECTION C - TEST FOR FILING REQUIREMENT

2 SCIENCE APPLICATIONS INTL CORP
1710 SAIC DRIVE
MCLEAN VA 22102

1-Y 2-Y 3-Y DUNS NO 054781240

SECTION E - ESTABLISHMENT INFORMATION

NAICS 541712

c y

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****					***** FEMALE *****					AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	
EXECUTIVE/SR OFFICIALS & MGRS	2	0	77	0	0	1	3	0	9	0	0	0	0	92
FIRST/MID OFFICIALS & MGRS	128	40	3868	203	5	142	16	19	1347	153	3	91	10	6036
PROFESSIONALS	788	430	13115	1319	33	1214	95	137	5991	960	12	710	42	24940
TECHNICIANS	161	52	2206	272	7	189	10	29	696	125	1	145	5	3915
SALES WORKERS	1	2	41	1	0	0	1	0	14	0	0	1	0	61
ADMINISTRATIVE SUPPORT	88	112	737	215	9	65	14	18	1106	223	3	40	12	2653
CRAFT WORKERS	4	1	119	6	0	2	0	0	9	2	0	5	0	148
OPERATIVES	5	7	234	105	2	17	0	2	33	28	2	6	0	443
LABORERS & HELPERS	0	0	5	2	0	0	0	0	0	0	0	0	0	7
SERVICE WORKERS	2	1	30	5	0	2	0	0	21	4	0	2	1	68
TOTAL	1179	645	20432	2128	56	1632	139	205	9226	1495	21	1000	70	38363
PREVIOUS REPORT TOTAL	1244	668	21740	2315	60	1751	155	176	9567	1575	23	1093	74	40557

To be completed by prime consultants only

Note

Date 8/29/2012

Science Applications

Company Name International Corporation

Signed

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Local/Small Local Business Enterprise credits[illegible]

Attach additional page(s) if necessary

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities

Individuals, Businesses or other entities should respond below

1 Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No ☒ Yes ☐ (check one)

2 If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract

Contract Title _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

Contract Title: _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

(check) ☐ **Additional Disputes listed on Attachment**

By signing below, I certify that all representations and disclosures made herein are true, correct and complete

Signature _____

Print Name Betty Kamara

Title Contracts Administrator Date 8/29/2012

Schedule M

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

9-20-12

Arnold Little
City Attorney/Assistant City Attorney/
Deputy City Attorney

Sec of State CA
Declaration
attached

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Science Applications International Corporation

SSN or Corporate Taxpayer ID No. of Contractor 95-3630868

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		

Schedule M

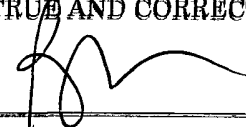
	Yes	No
6. Please provide the date on which you expect to complete your services under the contract.		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____ _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____ _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____ _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____ _____		

Schedule M

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate #)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

8/29/12
Date


Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. _____

PART B INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10 Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe Contractor will be paid upon completion of milestones

11 Over how long a period of time will services under this contract be performed? Over a two (2) week period

12 Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time No

13 Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours There is no requirement

14 Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? No

15 Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? No

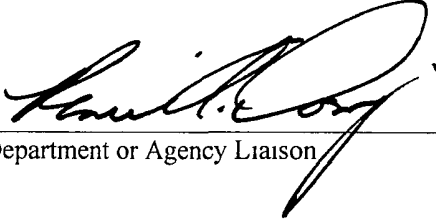
16 Is the City expecting the Contractor to put in a minimum number of hours per week on the project? No

17 Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings Yes, as needed

18 Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below On time constraint to complete services as it is grant funded

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

09-18-12
Date


Department or Agency Liaison



**Equal Benefits – Declaration of
Nondiscrimination/Equal Access**
(Completed by the Prime Contractor ONLY)

Section A Vendor/Contractor/Consultant/CFAR¹ Information

Name of Company Science Applications International Corporation

Name of Company Contact Betty Kamara

Address 2301 Lucien Way, Suite 120

City Maitland State FL Zip 32751

Phone Number 321-441-8518 Fax Number 321-441-8501

Vendor Number _____ Federal ID or Social Security Number 95-3630868

Approximate Number of Employees in the U S 38,000

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

Union Name(s) _____

Section B Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No

Does your company provide or offer access to any benefits to employees with domestic partners²? (Please check one) ☒ Yes ☐ No

Section C Compliance

Please check each benefit that applies

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	X	X	X		
Dental	X	X	X		
Vision	X	X	X		
Retirement (Pension, 401K, etc)	X				
Bereavement	X				
Family Leave	X				
Parental Leave	X				
Employee Assistance Program	X	X	X		
Relocation & Travel	X	X	X		
Company Discount, Facilities & Events	X	X	X		
Credit Union				X	
Child Care	X				
Other					

Signature 

Date 8/29/2012

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



SCHEDULE N
DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement, and professional services contracts)
To be completed by the prime and sub consultants (including CFARs)

The Oakland Living Wage Ordinance (the "Ordinance") Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C M S

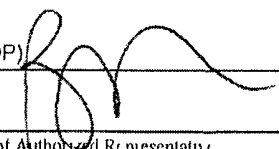
The contractor or city financial assistance recipient (CFAR) further agrees

To pay employees a wage no less than the minimum initial compensation of \$10.83 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$12.45 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. Effective, **July 1, 2010** the new rates will be **\$11.15** with health benefits and **\$12.82** without health benefits

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance
- (b) Health benefits –Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For further information you may visit http://www.irs.gov/individuals/article/0,,id_96406,00.html
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City, and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury

Continuity of Operations Plan (COOP)
Project Number _____ Project Name _____
Science Applications International Corporation
Company Name _____
2301 Lucien Way Suite 120
Address _____
Maitland FL 32751
City State Zip
321 441 8518 09/18/12
Area Code Phone Date


Signature of Authorized Representative
Betty Kamara
Type or Print Name

Contracts Administrator

Type or Print Title



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No _____

Department _____ Contract/Proposal Name _____

This is an ____ Original ☒ Revised form (check one) If Original, complete all that applies If Revised, complete Contractor name and any changed data

Contractor Name Science Applications International Corporation Phone 321 441 8518

Street Address 2301 Lucien Way, Suite 120 City Maitland State FL Zip 32751

Type of Submission (check one) ☐ Bid ☒ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name None Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods Violators are subject to civil and criminal penalties

I have read Oakland Municipal Code Chapter 3 12, including section 3 12 140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland

Signature

Betty Kamara

Print Name of Signer

08 / 29 / 12

Date

Contracts Administrator

Position

To be Completed by City of Oakland after completion of the form

Date Received by City 12 / 12 By _____

Date Entered on Contractor Database 12 / 12 By _____

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**
2233118

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04 190A of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

BUSINESS LOCATION

SCIENCE APPLICATIONS INTERNATIONAL CORP
1000 BROADWAY STE 675
OAKLAND, CA 94607-4070

EXPIRATION DATE
12/31/2012

BUSINESS TYPE

F Professional/Semi-Professional



NAME

SAIC

MAILING ADDRESS

10260 CAMPUS POINT DR # A3
SAN DIEGO, CA 92121-1522



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT
VALID FOR ANY OTHER
ADDRESS

YOU MAY BE REQUIRED
TO OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF
REAL PROPERTY IS
EXCLUDED FROM ZONING

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

FILE NUMBER	C1090309
REGISTRATION DATE	09/16/1981
TYPE	FOREIGN CORPORATION
JURISDICTION	DELAWARE
STATUS	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California

No information is available from this office regarding the financial
condition, business activities or practices of the entity



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of February 02, 2012

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

FILE NUMBER	C1090309
REGISTRATION DATE	09/16/1981
TYPE	FOREIGN CORPORATION
JURISDICTION.	DELAWARE
STATUS.	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California

No information is available from this office regarding the financial
condition, business activities or practices of the entity



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of February 02, 2012

Debra Bowen

DEBRA BOWEN
Secretary of State

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp (SAIC) is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.saic.com/customer/moi/>. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER	COMPANIES AFFORDING COVERAGE
Marsh Risk & Insurance Services ("Marsh")	Co A National Union Fire Insurance Company of Pittsburgh, PA
INSURED	Co B New Hampshire Insurance Company
Science Applications International Corporation	Co C The Insurance Company of the State of Pennsylvania
10260 Campus Point Drive, M/S D6	Co D Underwriters at Lloyd's, London (A F Beazley #623 & #2623)
San Diego, CA 92121	Co E Factory Mutual Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY Commercial General Liability including Contractual Liability (per ISO Form CG0001 12/07) Occurrence Form	GL 4406364	04/01/12	04/01/13	GEN AGGREGATE	\$ 10,000,000
					PRODUCTS COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 1,000,000
					MED EXP (ANY ONE PERSON)	\$ 10,000
A	AUTOMOBILE LIABILITY Covering Any Owned Autos, Hired Autos & Non-Owned Autos	CA 4982717 (All Other States)	04/01/12	04/01/13	COMBINED SINGLE LIMIT	\$ 1,000,000
A		CA 4982718 (VA)	04/01/12	04/01/13		
A		CA 4982719 (MA)	04/01/12	04/01/13		
A	UMBRELLA LIABILITY	13273113	04/01/12	04/01/13	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Includes USL&H The Proprietor / Partners / Executive Officers are Included	WC 033464518 (All Other States)	04/01/12	04/01/13	WORKERS COMP LIMITS	STATUTORY
					EL - EACH ACCIDENT	\$ 3,000,000
		WC 033464519 (CA)	04/01/12	04/01/13	EL DISEASE - POLICY LIMIT	\$ 3,000,000
					EL DISEASE - EACH EMPLOYEE	\$ 3,000,000
		WC 033464520 (FL)	04/01/12	04/01/13		
D	PROFESSIONAL LIABILITY Including Contractor's Pollution Legal Liability and Information Security & Privacy Liability Claims Made Basis	QF 035912	06/30/12	06/30/13	EACH CLAIM	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
E	ALL RISK PROPERTY Including all Real & Personal Property of Insured, and Property of Others Where Required	UC036 Includes Business Interruption Coverage	10/01/11	10/01/12	AGGREGATE	\$ 10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Science Applications International Corp (SAIC) is prohibited. Authorized viewer shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.saic.com/customer/moi/>. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER

Marsh Risk & Insurance Services ('Marsh')
777 South Figueroa Street
Los Angeles, CA 90017

INSURED

Science Applications International Corporation
10260 Campus Point Drive, M/S D6
San Diego, CA 92121

ADDITIONAL INFORMATION

The above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract, and, a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

The above Professional Liability policy limits are inclusive of an aggregate sublimit of \$3,000,000 for Privacy Notification Costs. In addition, excess aggregate sublimits of \$7,000,000 for Privacy Notification Costs are included within the limits of several of our excess professional liability policies.

The above Property policy is endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Loss Payees As Their Interest May Appear under this policy.

Should you wish to view these endorsements, or print a copy for your files, please click on the below links.

GENERAL LIABILITY ENDORSEMENTS

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 61712 (9/01))

http://www.saic.com/customer/moi/download/GL_Where_Required_by_Contract.pdf

Additional Insured – Managers or Lessors of Premises (Form CG 20 11 01 96)

http://www.saic.com/customer/moi/download/GL_Mgr_or_Lessors_of_Premises.pdf

Additional Insured – Lessor of Leased Equipment (CG 20 28 07 04)

http://www.saic.com/customer/moi/download/GL_Lessor_of_LeasedEquip.pdf

Additional Insured – Vendors (Form CG 20 15 07 04)

http://www.saic.com/customer/moi/download/GL_Vendors.pdf

Additional Insured – Primary Insurance (AIG Form 74434 (10/99))

http://www.saic.com/customer/moi/download/GL_Primary_Insurance.pdf

Waiver Of Transfer Of Rights Of Recovery Against Others To Us (CG 24 04 10 93)

http://www.saic.com/customer/moi/download/GL_Waiver_of_Subrogation.pdf

AUTOMOBILE LIABILITY ENDORSEMENTS

Additional Insured – Where Required Under Contract Or Agreement (AIG Form 87950 (10/05))

http://www.saic.com/customer/moi/download/AL_Where_Req'd_by_Contract.pdf

Lessor – Additional Insured and Loss Payee (CA 20 01 10 01)

http://www.saic.com/customer/moi/download/AL_Lessor_Loss_Payee.pdf

Insurance Primary As To Certain Additional Insureds (AIG Form 74445 (10/99))

http://www.saic.com/customer/moi/download/AL_Primary_Insured.pdf

Waiver of Transfer of Rights Of Recovery Against Others To Us (AIG Form 62897 (06/95))

http://www.w.saic.com/customer/moi/download/AL_Waiver_of_Subrogation.pdf

WORKERS' COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS

Waiver of Our Right To Recover From Others

http://www.saic.com/customer/moi/download/WC_Waiver_of_Subrogation.pdf

Alternate Employer Endorsement

http://www.saic.com/customer/moi/download/WC_AE_Endorsements.pdf

UMBRELLA LIABILITY ENDORSEMENTS

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes “Any person or organization, other than the Named Insured, included as an additional insured under the Schedule of Underlying Insurance, but not for broader coverage than would be afforded by such Schedule of Underlying Insurance” that there is no separate Additional Insured endorsement applicable to this policy. Therefore, if you are an Additional Insured on the General Liability or Automobile Liability policies above, that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that “If, prior to the time of an Occurrence, you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract, we will also waive any rights we may have against such person or organization” that there is no separate Waiver of Subrogation endorsement applicable to these policies. Therefore, if you are granted a Waiver of Subrogation on the General Liability, Automobile Liability or Employers Liability policies above, that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS

Additional Insured – Where Required by Contract or Agreement

<http://www.saic.com/customer/moi/download/E&O.pdf>

Waiver of Subrogation – please note that the policy wording states that “However, it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization as respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation, but only to the extent required by written contract. Therefore, if our contract requires we waive our rights of subrogation in your favor, the waiver extends to this policy.”

NOTICE OF CANCELLATION

Due to the very large number of contracts that SAIC and its subsidiaries enter into each year, the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but SAIC. However, insurers have endorsed their policy to provide SAIC with 90 days advance written notice of any cancellation (except 10 days for non-payment of premium) so as to enable SAIC to provide any required Notices to its customers in accordance with agreed-to contract terms and conditions.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2012 forms a part of
Policy No GL 440-63-64 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

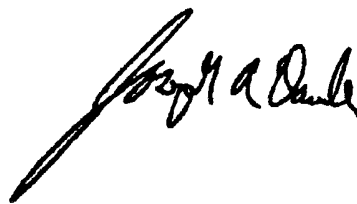
This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- 1 Designation of Premises (Part Leased to You) **ANY PREMISES OR PART THEREOF LEASED TO YOU**
- 2 Name of Person or Organization (Additional Insured) **ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU**
- 3 Additional Premium **INCLUDED**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions

This insurance does not apply to

- 1 Any "occurrence" which takes place after you cease to be a tenant in that premises
- 2 Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSONS OR ORGANIZATIONS</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s)

B With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ALL VENDORS	ALL PRODUCTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions

1 The insurance afforded the vendor does not apply to

a "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,

b Any express warranty unauthorized by you,

c Any physical or chemical change in the product made intentionally by the vendor,

d Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

e Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products,

f Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

- g** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- h** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to

 - (1)** The exceptions contained in Sub-paragraphs **d** or **f**, or
 - (2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
- 2** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products

ENDORSEMENT

This endorsement, effective **12 01 A M** **04/01/2012** forms a part of

Policy No **GL 440-63-64** issued to **SAIC, INC**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4 , Other Insurance, subparagraph a Primary Insurance, is amended by the addition of the following

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization

"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO "

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Paragraph 8 **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2012 forms a part of
Policy No CA 498-27-17 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

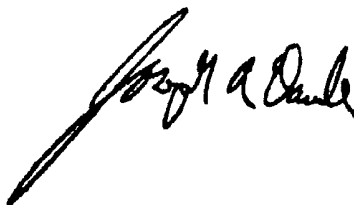
"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"

I SECTION II - LIABILITY COVERAGE, A Coverage, 1 - Who Is Insured, is amended to add

- d Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto" However, the insurance provided will not exceed the lesser of

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2012 forms a part of
Policy No CA 498-27-19 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"

I **SECTION II - LIABILITY COVERAGE, A Coverage, 1 - Who Is Insured,** is amended to add

- d Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto" However, the insurance provided will not exceed the lesser of

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured	SAIC, INC SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Endorsement Effective Date	04/01/2012
Countersignature Of Authorized Representative	
Name	
Title	
Signature	
Date	

SCHEDULE

Insurance Company NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number CA 498-27-17	Effective Date 04/01/2012
Expiration Date 04/01/2013	
Named Insured SAIC, INC SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	
Address 10260 CAMPUS POINT DR M/S A3-G SAN DIEGO, CA 92121-1578	
Additional Insured (Lessor) SEE ENDORSEMENT #004	
Address	
Designation Or Description Of "Leased Autos" ANY AUTO LEASED UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR	

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A Coverage

- 1 Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow

- 2 For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by
 - a You,
 - b Any of your "employees" or agents, or
 - c Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above

- 3 The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first

B Loss Payable Clause

- 1 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto"
- 2 The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part
- 3 If we make any payment to the lessor, we will obtain his or her rights against any other party

C Cancellation

- 1 If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition
- 2 If you cancel the policy, we will mail notice to the lessor
- 3 Cancellation ends this agreement

- D** The lessor is not liable for payment of your premiums

E Additional Definition

As used in this endorsement

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**VIRGINIA LESSOR – ADDITIONAL INSURED AND
LOSS PAYEE**

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective 04/01/2012	Countersigned By (Authorized Representative)
Named Insured SAIC, INC	

SCHEDULE

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA	Expiration Date 04/01/2013
Policy Number CA 498-27-18	
Effective Date 04/01/2012	
Named Insured SAIC, INC	
Address 10260 CAMPUS POINT DR , M/S A3-G SAN DIEGO, CA 92121	
Additional Insured (Lessor) ANY LESSOR UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THAT LESSOR	
Address	
Designation or Description of Leased "Autos"	
ANY AUTO LEASED UNDER CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR	

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Medical Expense Benefits	\$ Each Person
Income Loss Benefits	\$ Each Person
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS, MINUS \$ For Each Covered "Auto"
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS, MINUS \$ For Each Covered "Auto"
Specified Causes of Loss	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS, MINUS \$ For Each Covered "Auto"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A Coverage

- 1** Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
- 2** The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B Loss Payable Clause

- 1** We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
- 2** The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3** If we make any payment to the lessor, we will obtain his or her rights against any other party.

C Cancellation

- 1** If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2** If you cancel the policy, we will mail notice to the lessor.
- 3** Cancellation ends this agreement.

D The lessor is not liable for payment of your premiums.

E Additional Definition

As used in this endorsement

"Leased auto" means an "auto" leased to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

MASSACHUSETTS

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured SAIC, INC	
Endorsement Effective Date	04/01/2012
Countersignature Of Authorized Representative	
Name	
Title	
Signature	
Date	

SCHEDULE

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA	
Policy Number CA 498-27-19	Effective Date 04/01/2012
Expiration Date 04/01/2013	
Named Insured SAIC, INC	
Address 10260 CAMPUS POINT DR, M/S A3-G SAN DIEGO, CA 92121	
Additional Insured (Lessor) AS KNOWN TO INSURER	
Address	
Designation Or Description Of "Leased Autos" ON FILE WITH COMPANY	

COVERAGES	LIMITS OF INSURANCE
COMPULSORY BODILY INJURY	\$20,000 EACH PERSON \$40,000 EACH ACCIDENT
LIABILITY INSURANCE	
OPTIONAL BODILY INJURY	\$ EACH PERSON \$ EACH ACCIDENT
PROPERTY DAMAGE (COMPULSORY LIMIT \$5,000)	\$ EACH ACCIDENT
LIABILITY	\$ 1,000,000 EACH ACCIDENT
PHYSICAL DAMAGE INSURANCE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS
COMPREHENSIVE	\$ Deductible FOR EACH COVERED AUTO
SPECIFIED CAUSES OF LOSS	\$ Deductible FOR EACH COVERED AUTO
COLLISION	\$ Deductible FOR EACH COVERED AUTO
LIMITED COLLISION	\$ Deductible FOR EACH COVERED AUTO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A Coverage

- 1 Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow
- 2 For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by
 - a You,
 - b Any of your "employees" or agents, or
 - c Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above
- 3 The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first

B Loss Payable Clause

- 1 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto "

- 2 The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part or if the loss is the result of arson, theft or any other means of disposal committed by you or at your direction
- 3 If we make any payment to the lessor, we will obtain his or her rights against any other party

C Cancellation

- 1 If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Condition
- 2 If you cancel the policy, we will mail notice to the lessor
- 3 Cancellation ends this agreement

D The lessor is not liable for payment of your premiums

E Additional Definition

As used in this endorsement

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2012 forms a part of

Policy No CA 498-27-17 issued to SAIC, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

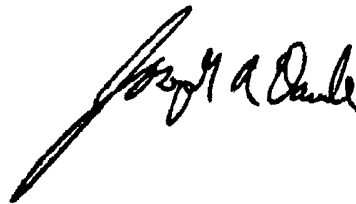
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c , is
amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2012 forms a part of

Policy No CA 498-27-18 issued to SAIC, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

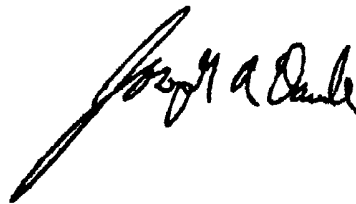
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT
CAREFULLY**

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12 01 A M 04/01/2012 forms a part of

Policy No CA 498-27-19 issued to SAIC, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

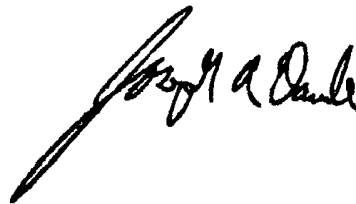
This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5 , Other Insurance, c., is amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident

All other terms and conditions remain unchanged



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2012 forms a part of
Policy No CA 498-27-17 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

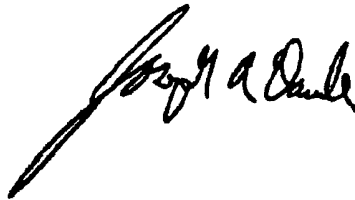
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5 - Transfer of Rights of Recovery Against Others to Us, is amended to add

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization, and
- (2) The contract or agreement was entered into prior to any "accident" or "loss"

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of
Policy No. CA 498-27-18 issued to SAIC, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12 01 A M 04/01/2012 forms a part of
Policy No CA 498-27-19 issued to SAIC, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following

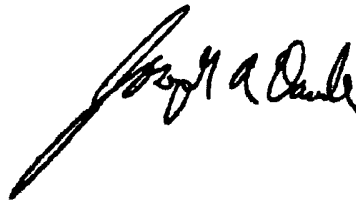
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5 - Transfer of Rights of Recovery Against Others to Us, is amended to add

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization, and
- (2) The contract or agreement was entered into prior to any "accident" or "loss"

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012
Insured
SAIC, INC

Policy No WC 033-46-4518

Endorsement No
Premium

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  _____

WC 00 03 13
(Ed 4-84)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective 12 01 AM 04/01/2012 forms a part of Policy No WC 033-46-4519

Issued to SAIC, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

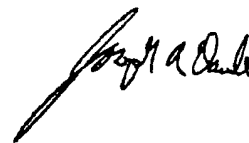
Endorsement Effective 04/01/2012
Insured
SAIC, INC

Policy No WC 033-46-4520

Endorsement No
Premium

Insurance Company
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____



WC 00 03 13
(Ed 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU
ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS"**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah or Washington.

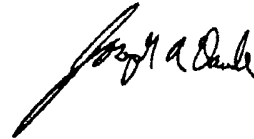
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012
Insured
SAIC, INC

Policy No WC 033-46-4521

Endorsement No
Premium



Insurance Company
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Countersigned by _____

WC 00 03 13
(Ed 4-84)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | 1 Alternate Employer | Address |
|---|----------------|
| ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES | |
| 2 State of Special or Temporary Employment | |
| | |
| 3 Contract or Project | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04/01/2012**
Insured **SAIC, INC**

Policy No **WC 033-46-4518**

Endorsement No
Premium

Insurance Company

NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by _____

WC 00 03 01 A
(Ed 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

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|---|----------------|
| ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES | |
| 2 State of Special or Temporary Employment | |
| 3 Contract or Project | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012
Insured SAIC, INC

Policy No WC 033-46-4519

Endorsement No
Premium

Insurance Company

Countersigned by 

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | 1 Alternate Employer | Address |
|---|----------------|
| ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES | |
| 2 State of Special or Temporary Employment | |
| | |
| 3 Contract or Project | |
| | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012
Insured SAIC, INC

Policy No WC 033-46-4520

Endorsement No
Premium

Insurance Company

NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by 

WC 00 03 01 A
(Ed 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

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| ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES | |
| 2 State of Special or Temporary Employment | |
| | |
| 3 Contract or Project | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012
Insured SAIC, INC

Policy No WC 033-46-4521

Endorsement No
Premium

Insurance Company

Countersigned by _____

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

WC 00 03 01 A
(Ed 2-89)

ENDORSEMENT No 2

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following

It is agreed that any person or organization as required by contract or agreement is included as an Additional Insured, but solely with respect to liability arising out of Professional Services or Contracting Services performed by or on behalf of the Named Insured and only to the extent required by contract or agreement, subject to the Limit of Liability and all other terms, conditions and limitations of this policy. It is further agreed that this insurance will be primary and non-contributory with any other available insurance, when required by contract or agreement.

All other terms and conditions remain unaltered

