

CITY OF OAKLAND

## *INTER OFFICE MEMORANDUM*

**TO** City Clerk

**FROM** Renee Domingo, Office  
Emergency Services

**SUBJECT**

**DATE** March 19, 2012

**Professional Services Agreement between the City of Oakland and Science Applications International Corporation (SAIC) for the City of Oakland's Emergency Resources Management System Study and Recommendations**

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Approval

Date

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Please see attached original Professional Services between the City of Oakland and Science Applications International Corporation (SAIC) for the city of Oakland's Emergency Resources Management System Study and Recommendations for your files

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, OFD (copy of Agreement)  
OES File  
UASI File

**PROFESSIONAL OR SPECIALIZED SERVICE 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 December 14, 2011 between the City of Oakland, a municipal corporation, ("City"), One Frank H Ogawa Plaza, Oakland, California 94612, and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (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 March 19, 2012 and shall be completed July 19, 2012

4     Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed **forty-nine thousand five hundred dollars (\$49,500)** based upon the scope of services and the budget by deliverable task and billing rates in **Schedule A** The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount Invoices shall state a description of the **deliverable** completed and the amount due Payment 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. Notwithstanding the foregoing, the City and the Contractor or its Subcontractors shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Contract or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by the Contractor or its Subcontractors in providing the Services.

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, and subject to the limitation of liability provisions herein, 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) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement,

- (ii) 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,
  - (iii) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above, and
  - (iii) 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 Subject to the limitations of this Agreement, 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. 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 1) this Agreement, or 11) any purchase order, or 111) 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 immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on the \_\_\_\_\_ of \_\_\_\_\_ 2012.

21      Conflict of Interest

a          Contractor

The following protections against conflict of interest will be upheld

- i          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
- ii        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
- iii       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
- iv        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 Local and Small Local Business Enterprise Program (L/SLBE)

- a *Requirement* - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation 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
- b Good Faith Effort - In light of the twenty percent requirement, good faith effort documentation is not necessary
- c Incentives – Upon satisfying the twenty percent requirement, a consultant will earn 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 fifty percent participation of the total contract dollars attributable to local certified firms
- d Banking – The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-



city funded projects within a year of the City funded project. Banked credits will count toward achieving a bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.

- e. 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.
- f. Joint Venture and Mentor Protege Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protege" 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-Protege 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 Protege relation are available upon request.
- g. 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.
- h. 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.
- i. 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 \$11.35 with health benefits or \$13.05 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 1<sup>st</sup> 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 \$1.70 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 (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>

- 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.
- 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 1) 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, 11) approved for form and legality by the Office of the City Attorney, and 111) 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  
Oakland Fire Department, Office of Emergency Services  
1605 Martin Luther King Jr. Way, 2<sup>nd</sup> 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     Additional Provisions Approved by the Oakland City Attorney on February 15, 2012

Limitation of Liability

(a) Contractor's total liability to the City for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed two times the amount actually paid to Contractor under this Agreement

(b) In no event shall either Contractor or the City be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss

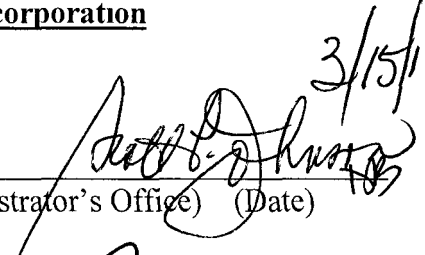
Warranty

CONTRACTOR SPECIFICALLY DISCLAIMS ANY 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

42     Inconsistency

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

City of Oakland,  
a municipal corporation

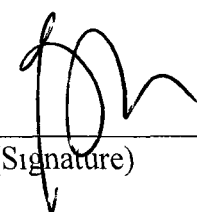
 3/15/12  
\_\_\_\_\_  
(City Administrator's Office) (Date)

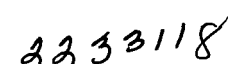
 3-14-12  
\_\_\_\_\_  
(Agency Director's Signature) (Date)

\_\_\_\_\_  
Approved as to form and legality

 3-14-12  
\_\_\_\_\_  
(City Attorney's Office Signature) (Date)

Name of Contractor

 3/9/12  
\_\_\_\_\_  
(Signature) (Date)

  
\_\_\_\_\_  
Business Tax Certificate No

\_\_\_\_\_  
Date of Expiration

82936  
Resolution Number

\_\_\_\_\_  
Accounting Number



**CITY OF OAKLAND**

**CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS**

**SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED**

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following

**TASKS**

There will be four components/phases with the following deliverables for this project

- Identify Oakland's current databases and asset management systems that are being used in the City of Oakland for emergency resource management and conduct assessment of critical success factors around emergency resource management for Oakland
- Identify, develop and demonstrate business process requirements for an effective Resource Management System using the proposed Prototype(s) for the System to include recommendations of other tools that could assist with the system to include but not limited to collaboration and management tools, GIS, GPS, etc related to the management of resources, personnel, communications systems and services Provide up to 3 options and potential costs
- Utilize a prototype(s), business process flow charts, procedures to demonstrate potential system requirements and provide a proof of concept (POC)
- Provide Recommendations on Next Steps

The four phases will be accomplished as follows

**Phase 1 Identify Oakland's Current and Future State Critical Success Factors**

- a Identify current databases and asset management systems that are being used in Oakland for emergency resource management today
- b Conduct an informal, preliminary assessment of critical success factors around emergency resource management for Oakland

**Phase 2 Identify and Develop Business Process Requirements Using the Prototype**

- a Configure the base prototype based on preliminary assessment to aid with identifying requirements
- b Gather initial requirements through discussion of the prototype demonstration The discussion and demonstration will cover
  - Entry and tracking of requests for resources and services that come into the emergency management center
  - SharePoint collaboration and management tools working with these requests
  - Existing information flows in Oakland and outward, including federal sources
  - Analytical tools for processing active requests and other information
  - Scheduling of personnel and resources in response to an incident

- Geographic information systems (GIS) usage in response to an event
  - How GIS is used in tracking the status of requests
  - Existing feed of global positioning capabilities for equipped resources (police, fire, etc ) on a geospatial dashboard
  - Inter-operability with emergency communication systems
- b Further refine requirements based on interactive interviews with key stakeholders who manage, purchase, and operate key resources needed during an incident using the prototype solution
  - c Examine information sharing needs with surrounding communities including local, state, and federal agencies
  - d Develop a findings report to identify at a high level the current state, future state, and gaps (this is not a detailed functional system specification but will provide enough detail for initiating a solution selection and development phase) The report will cover
    - Data sources and data capture mechanisms
    - Resource usage and shortfall records to scope size and intensity of the problem
    - Business process flows and procedures
    - System requirements

### **Phase 3 Enhance Prototype and Provide Proof of Concept**

*To the extent possible in the time remaining in this project phase SAIC will use Oakland established information technology systems and platforms for the following purposes*

- a Further configure the prototype to address specific requirements as a POC for Oakland
- b Present POC to Oakland via a video conference

### **Phase 4 Provide Recommendations on Next Steps**

Using the feedback provided by Oakland during the POC presentation, develop a report that outlines next steps and estimated cost and time required for implementation

Functionality Provided by the Prototype and Proof of Concept

The prototype and POC will provide the following

- A limited functionality resource solution in the form of an online website with SharePoint installed Access for Oakland personnel will be limited to 10 total user IDs and passwords
- Functionality to be demonstrated
  - Logging in to system as different roles (administrator, analyst, etc ) roles and names to be determined by customer
  - Managing a simple set of basic resources, no more than 20, representative of the customer's resources
  - Identifying resources by location for those that have location information
  - Tracking a request for resources or services
- Management dashboards that show
  - Open requests in the system
  - Oakland-specific and regional information that would impact resources
  - Disseminating resource information through easy to utilize dashboards

- Community of trust functionality that will allow different groups to access different information
- Targeting and filtering of information to help overcome information overload in an emergency
- A simple SharePoint wiki for Oakland EOS
- A simple SharePoint site created for a specific incident

***The prototype POC is not intended to have full functionality. Rather, it is intended to be used as a tool to help aid in the identification of requirements and advance stakeholders understanding or resource management technology needs***

Project Task Description, Deliverables Timeline, and Cost

SAIC anticipates it will take approximately two months to complete the first phase of the resource management system

**Task 1** Conduct interviews to identify and document Oakland's current and future state critical success factors (CSF). Initial interviews will be done at the kickoff meeting in Oakland. Up to six 30-minute interviews may be conducted via phone to gather information from stakeholders who were not represented at the kickoff meeting.

***Estimated Time*** 2 Weeks (March 19-30)

***Cost*** \$5,000.00

**Task 2** Identify and develop business process requirements using the prototype deliverables

- Provide and demonstrate base prototype
- Conduct interactive user workshops and interviews using prototype
- Develop findings report to identify at a high level the current state, future state, and gaps

Oakland will have one week after the delivery of the findings report to submit comments. SAIC will have one week to address comments and deliver final version of findings report. Upon incorporation of revisions to the draft report and on final resubmission to the City, the deliverables will be considered accepted.

***Estimated Time*** 7 Weeks (April 2 – May 18)

***Cost*** \$35,000.00

**Task 3** Enhance prototype and create POC

- Configure POC (limited functionality) to address Oakland specific requirements
- Demonstrate updated POC via video teleconference

***Estimated Time*** 2 Weeks (May 21 – June 1)

***Cost*** \$5,495.00

**Task 4** Develop recommendations on next steps deliverable

- Present recommendations on next steps

***Estimated Time*** 2 Weeks (June 4 – June 15)

***Cost*** \$4,500.00

**Total Cost to Analyze Requirements and Develop a POC \$49,995.00**

## Project Assumptions and Constraints

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control/change order process.

- **Project Sponsor** Oakland will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Confidentiality Policies** SAIC uses only pre-approved designated personnel who have signed the nondisclosure or confidentiality statements, as required. SAIC follows its documented internal procedures and protocols for protection of confidential materials collected from Oakland. SAIC established these internal procedures to meet requirements by federal, state, and local governments to help protect critical infrastructure data.
- **Access to Materials** Documentation pertinent to the execution of this project should be made available to SAIC for review in electronic format upon request.
- **Access to Key Personnel** Availability of Oakland key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Deliverables** The following describes the nature and limitations of the SAIC deliverables:
  - Interim draft and final deliverables that will be electronic. Printed copies will not be provided.
  - A prototype/POC *with very limited functionality* that serves as a working model to assist Oakland in further refining their requirements for a resource management tool. The prototype/POC will not be able to be used in an emergency response.
- **Work Location/Meetings** Oakland will provide meeting room space and schedule coordination. SAIC performs work off-site at SAIC offices except when required to be on-site for meetings.
- **Comment Review Deadlines** The comment review deadline will be fully enforced and should SAIC not receive comments, we will assume that Oakland has accepted the deliverable as is.
- **Timely Review and Provision of Materials** The schedule and cost is heavily dependent on the ability to receive clear input and feedback from Oakland in a timely manner. Should SAIC not be able to obtain this information as agreed upon, this may require a change in scope or timeline. SAIC will not be held liable for any delays to the schedule as a result of delays in obtaining feedback or supporting documentation from Oakland.
- **Acceptance of Deliverables** Deliverables will be submitted to Oakland in draft format. The Oakland comments must be provided within five calendar days. Upon incorporation of revisions to the draft deliverable(s) and one final re-submittal to the Oakland, the deliverable(s) shall be considered accepted.
- **Payment Plan Based on Deliverables** SAIC is providing a fixed price and will not report the hours expended in its invoices under this contract. Oakland will be invoiced for 50% of the total services to be performed upon start of contract work due to the short duration of project and timelines for this grant-funded project. Additionally, 15% of the remaining project cost shall be invoiced to Oakland each week until the project is fully billed. The final 30% of payment is due upon satisfactory completion of approved final project study, options and report. Invoice payment terms are net 15 days.



## Schedule B-2 – Arizona Resolution

To be completed by Business Owner

### Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name Science Applications Incorporated Corporation

(2) Business Contact Person (Name/Title) Elizabeth Everett

(3) Business Contact Person (Phone/E-mail) 908 578 8452 / Elizabeth.A.Everett@saic.com

(4) Business Headquarters Address 10260 Campus Point Drive San Diego CA 92121

(5) Existing contracts with the City? ☒ Yes ☐ No If Yes, please list title and agency below  
Multi-Hazard Emergency Operations Plan (EOP) with the Oakland Fire Department

(6) The above named company is currently responding to the following contract opportunity

Title Resource Management Contract

Project Number \_\_\_\_\_

Name of City Contact/Project Manager/Agency/Department City of Oakland

Phone/ e-mail Renee Domingo Project Manager (510) 238 6353

A

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

Signed (Business Owner) \_\_\_\_\_

Date 2/2/12  
April 4 2011

Nancy Eger, Sr Contracts Representative

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"**  
(To be completed by the prime)

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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"**

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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 and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 20% L/SLBE participation, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE), and that 20% 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)

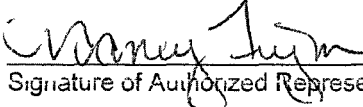
As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form" The Exit Report and Affidavit Form is located on the City's website at <http://cces.oaklandnet.com/cceshome/>

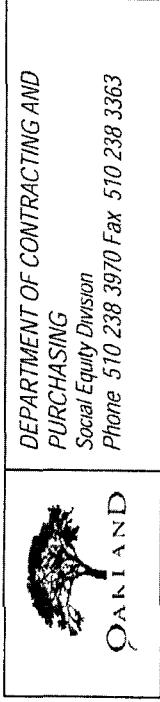
Schedule V  
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

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**

<p><u>2/2/12</u> Date</p> <p><u>Science Applications International Corporation</u> Company Name</p> <p><u>10260 Campus Point Drive</u> Address</p> <p><u>San Diego</u>      <u>CA</u>      <u>92121</u> City                      State                      Zip</p>	<p><u></u> Signature of Authorized Representative</p> <p><u>Nancy Fejer</u> Type or Print Name</p> <p><u>Senior Contracts Representative</u> Type or Print Title</p> <p><u>(858) 826-5607 fejern@saic.com</u> Phone/Email</p>
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**SCHEDULE D**  
**OWNERSHIP, ETHNICITY and GENDER**  
**QUESTIONNAIRE**

**Part I OWNERSHIP & ETHNICITY of PRIME**

Firm or Individual Name Science Applications International Corporation Phone ( 858 ) 826-5607  
Street Address 10260 Campus Point Drive City San Diego State CA Zip 92121 Federal ID # 95-3630868  
City of Oakland Business License Number 2233118 & 28005035 Completed by Nancy Fejer 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							
% 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 \_\_\_\_\_ Expiration Date \_\_\_\_\_



### Part III Ethnicity and Gender of Employees

SEE ATTACHMENT A

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															
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 veteran 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 Nancy Fejer

Print Name Nancy Fejer Title Senior Contracts Representative Date 2/2/12

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

2 SCIENCE APPLICATIONS INTL CORP  
 1710 SAIC DRIVE  
 MCLEAN VA 22102

## SECTION C TEST FOR FILING REQUIREMENT

1 Y 2 Y 3 Y DUNS NO 054781240

## SECTION E - ESTABLISHMENT INFORMATION

NAICS 541712

## SECTION D EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT HISPANIC OR LATINO										OVERALL TOTALS
	MALE					FEMALE							
WHITE	BLACK OR AFRICAN-AMERICAN	NATIVE AMERICAN OR ALASKA NATIVE	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN-AMERICAN	NATIVE AMERICAN OR ALASKA NATIVE	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR NATIVE	TWO OR MORE RACES		
2	0	77	0	1	3	0	0	0	0	0	0	92	
128	40	3868	203	5	142	19	1347	153	3	91	10	6030	
788	430	13115	1319	33	1214	95	5991	900	12	710	42	24040	
161	52	2206	272	7	189	10	696	125	1	145	5	3915	
1	2	41	1	0	1	0	14	0	0	1	0	61	
88	112	737	215	9	65	14	1106	223	3	40	12	2653	
4	1	119	6	0	2	0	9	2	0	5	0	148	
5	7	234	105	2	17	0	33	28	2	6	0	443	
0	0	5	2	0	0	0	0	0	0	0	0	7	
2	1	30	5	0	2	0	21	4	0	2	1	68	
1179	645	20432	2128	56	1632	139	9226	1495	21	1000	70	38363	
1244	688	21740	2315	60	1751	155	9587	1575	23	1093	74	40557	
TOTAL													
PREVIOUS REPORT TOTAL													

## SCHEDULE E

## PROJECT CONSULTANT TEAM LISTING

**Note**

Company Name Science Applications International Corporation OAKLAND  
 Signed [Signature]



21

Signed

[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 or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency 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 or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency 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 Oakland Redevelopment 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 or Oakland Redevelopment Agency?

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 Nancy Fejer

Print Name Nancy Fejer

Title Senior Contracts Representative Date 2/2/12

**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

## 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 \_\_\_\_\_

 \_\_\_\_\_  
 City Attorney/Assistant City Attorney/  
 Deputy City Attorney

**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		

	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 in 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

\_\_\_\_\_  
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 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Employment Questionnaire

Please provide responses to the following questions

Item No	DESCRIPTION	RESPONSE	COMMENTS
1	*How many permanent employees are employed with your company? (If less than 5 employees stop here)	37,000	
2	How many of your permanent employees are paid above the Living Wage rate	37,000	
	How many of your permanent employees are paid below the Living Wage rate	0	
3	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off	min 12 days and max 24 days	
4	Number of trainees in your company?	131	
5	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days	unknown	



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

**Section A Vendor/Contractor/Consultant/CFAR<sup>1</sup> Information**

Name of Company Science Applications International Corporation

Name of Company Contact \_\_\_\_\_

Address 10260 Campus Point Drive

City San Diego State CA Zip 92121

Phone Number 858-826-5607 Fax Number 858-826-3989

Vendor Number \_\_\_\_\_ Federal ID or Social Security Number 95-3630868

Approximate Number of Employees in the U S 37 000

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 partners<sup>2</sup>? (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 *Mary Lynn*

Date 2/2/12

<sup>1</sup> CFAR is a City Financial Recipient

<sup>2</sup> 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



Secretary of State

California Secretary of State

Business Programs

**Business Entities (BE)**

## Online Services

- **Business Search**
- **Disclosure Search**
- **E-File Statements**
- **Processing Times**

**Main Page****Service Options****Name Availability****Forms, Samples & Fees****Annual/Biennial Statements****Filing Tips****Information Requests**

(certificates copies &amp; status reports)

**Service of Process****FAQs****Contact Information**

## Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**
- **International Business Relations Program**

## Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

**Business Entity Detail**

Data is updated weekly and is current as of Friday, January 27, 2012. It is not a complete or certified record of the entity.

Entity Name	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Entity Number	C1090309
Effective Date	09/16/1981
Status	ACTIVE
State	DELAWARE
Principal Office Address	10260 CAMPUS POINT DRIVE
City	SAN DIEGO CA 92121
Service of Process Agent	C T CORPORATION SYSTEM
Service of Process Address	818 W SEVENTH ST
City	LOS ANGELES CA 90017

\* Indicates the information is not contained in the California Secretary of State's database

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#)   [New Search](#)   [Printer Friendly](#)   [Back to Search Results](#)

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**SCHEDULE N**  
**DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE**

(To be used 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

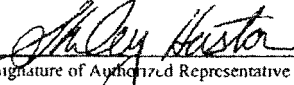
The contractor or city financial assistance recipient (CFAR) further agrees

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 [www.sfdirect.com/individuals/earningscredit](http://www.sfdirect.com/individuals/earningscredit)
- (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**

Project Number		Project Name	
Science Applications International Corporation			
Company Name			
10260 Campus Point Drive M/S D4D			
Address			
San Diego	CA	92121	
City	State	Zip	
858	8267678	02/02/12	
Area Code	Phone	Date	

  
\_\_\_\_\_  
Signature of Authorized Representative  
Shirley Huston  
\_\_\_\_\_  
Type or Print Name  
  
**Corporate Benefits Consultant**  
\_\_\_\_\_  
Type or Print Title



SCHEDULE O

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 Grifone Application is 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 N/A 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

04 / 01 / 2011

Date

Contract Administrator

Position

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

Date Received by City \_\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By \_\_\_\_\_

Revised 3/2/2009

**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 March 15, 2011

*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State



THIS DOCUMENT HAS A TRUE DOG CHECK WATER MARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

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.

SCIENCE APPLICATIONS INTERNATIONAL CORP.

EXPIRATION DATE

12/31/2011

BUSINESS LOCATION

1000 BROADWAY STE 675

OAKLAND, CA 94607 4070

BUSINESS TYPE

F Professional/Semi Professional



NAME  
MAILING ADDRESS

SAIC

10260 CAMPUS POINT DR # A3

SAN DIEGO, CA, 92121 1522



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

**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.

<b>BROKER</b>	<b>COMPANIES AFFORDING COVERAGE</b>
Marsh Risk & Insurance Services ( Marsh )	Co A National Union Fire Insurance Company of Pittsburgh PA
<b>INSURED</b>	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	<b>GENERAL LIABILITY</b>  COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY (per ISO Form CG0001 12/07)  OCCURRENCE FORM	GL 4406261	04/01/11	04/01/12	GENERAL 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	<b>AUTOMOBILE LIABILITY</b> COVERING ANY OWNED AUTOS HIRED AUTOS & NON OWNED AUTOS	CA 4309415 (All Other States)	04/01/11	04/01/12	COMBINED SINGLE LIMIT	\$ 1 000 000
A		CA 4309416 (MA)	04/01/11	04/01/12		
A		CA 4309417 (VA)	04/01/11	04/01/12		
A	<b>UMBRFLLA LIABILITY</b> UMBRELLA FORM	25030246	04/01/11	04/01/12	EACH OCCURRENCE	\$ 10 000 000
					AGGREGATE	\$ 10 000 000
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>  INCLUDES USL&H  THF PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	WC 061967336 (All Other States)	04/01/11	04/01/12	WORKERS COMP LIMITS	STATUTORY
C		WC 061967337 (CA)	04/01/11	04/01/12	EL EACH ACCIDENT	\$ 3 000 000
C		WC 061967341 (MA)	04/01/11	04/01/12	EL DISEASE POLICY LIMIT	\$ 3 000 000
B		WC 061967338 (FL)	04/01/11	04/01/12	EL DISEASE EACH EMPLOYEE	\$ 3 000 000
B		WC 061967339 (TX)	04/01/11	04/01/12		
A		WC 061967340 (WI)	04/01/11	04/01/12		
D	<b>PROFESSIONAL LIABILITY</b>  INCLUDING CONTRACTOR'S POLLUTION LEGAL LIABILITY  CLAIMS MADE BASIS	QF 028711	06/30/11	06/30/12	EACH CLAIM	\$ 10 000 000
					AGGREGATE	\$ 10 000 000
E	<b>ALL RISK PROPERTY</b>  INCLUDING ALL REAL & PERSONAL PROPERTY OF INSURED AND PROPERTY OF OTHERS WHERE REQUIRED	UC036	10/01/11	10/01/12	AMOUNT OF INSURANCE	\$ 1 000 000

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

Please note that 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.

Please note that 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/CL\\_Where\\_Required\\_by\\_Contract.pdf](http://www.saic.com/customer/moi/download/CL_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/CL\\_Managers\\_of\\_Premises.pdf](http://www.saic.com/customer/moi/download/CL_Managers_of_Premises.pdf)

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

[http://www.saic.com/customer/moi/download/CL\\_Lessor\\_of\\_Leased\\_Equipment.pdf](http://www.saic.com/customer/moi/download/CL_Lessor_of_Leased_Equipment.pdf)

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

[http://www.saic.com/customer/moi/download/CL\\_Vendors.pdf](http://www.saic.com/customer/moi/download/CL_Vendors.pdf)

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

[http://www.saic.com/customer/moi/download/CL\\_Primary\\_Insurance.pdf](http://www.saic.com/customer/moi/download/CL_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/CL\\_Waiver\\_of\\_Subrogation.pdf](http://www.saic.com/customer/moi/download/CL_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\\_Required\\_by\\_Contract.pdf](http://www.saic.com/customer/moi/download/AL_Where_Required_by_Contract.pdf)

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

[http://www.saic.com/customer/moi/download/AL\\_Lessor\\_of\\_Leased\\_Equipment.pdf](http://www.saic.com/customer/moi/download/AL_Lessor_of_Leased_Equipment.pdf)

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

[http://www.saic.com/customer/moi/download/AL\\_Primary\\_Insurance.pdf](http://www.saic.com/customer/moi/download/AL_Primary_Insurance.pdf)

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

[http://www.saic.com/customer/moi/download/AL\\_Waiver\\_of\\_Subrogation.pdf](http://www.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/WCL\\_Waiver\\_of\\_Subrogation.pdf](http://www.saic.com/customer/moi/download/WCL_Waiver_of_Subrogation.pdf)

Alternate Employer Endorsement

[http://www.saic.com/customer/moi/download/WCL\\_Alternate\\_Employer\\_Endorsement.pdf](http://www.saic.com/customer/moi/download/WCL_Alternate_Employer_Endorsement.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 Retroactive Date 2/2/1969

Additional Insured – Where Required by Contract or Agreement

[http://www.saic.com/customer/moi/download/PL\\_Where\\_Required.pdf](http://www.saic.com/customer/moi/download/PL_Where_Required.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

Please note that 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 04/01/2011 forms a part of  
Policy No GL 440-62-61 issued to SAIC INC  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

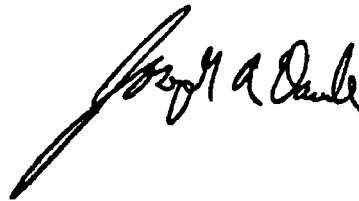
*This endorsement modifies insurance provided under the following*

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



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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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<b><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></b>
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 04/01/2011** forms a part of

Policy No GL 440 62 61 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

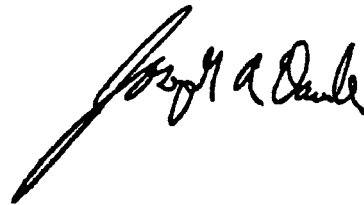
**ADDITIONAL INSURED PRIMARY INSURANCE**

*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



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**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

<b>Name Of Person Or Organization</b>
---------------------------------------

"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
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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 04/01/2011 forms a part of  
Policy No CA 430-94-15 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**

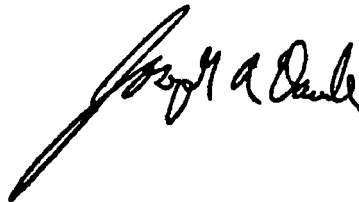
**"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"**

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



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AUTHORIZED REPRESENTATIVE

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

**ENDORSEMENT**

This endorsement, effective 12 01 A M 04/01/2011 forms a part of  
Policy No CA 430-94-15 issued to SAIC, INC  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT  
- NEW YORK**

*This endorsement modifies insurance provided under the following*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

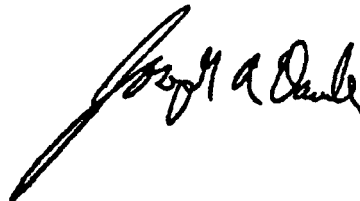
**ADDITIONAL INSURED**

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

- 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 through this endorsement 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****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following

BUSINESS AUTO 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 this endorsement

This endorsement identifies person(s) or organization(s) who are 'insureds' under the Who Is An Insured Provision of the Coverage Form This endorsement does not alter coverage provided in the Coverage Form

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

Endorsement Effective 04/01/2011	Countersigned By     (Authorized Representative)
Named Insured SAIC INC SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	

**SCHEDULE****Name of Person(s) or Organization(s)**

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"

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

Each person or organization shown in the Schedule is an 'insured' for Liability Coverage but only to the extent that person or organization qualifies as an 'insured' under the Who Is An Insured Provision contained in **Section II** of the Coverage Form

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

**ENDORSEMENT**

This endorsement, effective 12 01 A M 04/01/2011 forms a part of  
Policy No CA 430-94-17 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**

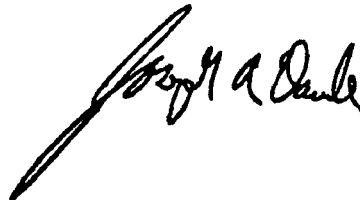
**"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto"**

**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****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 04/01/2011	Countersigned By     (Authorized Representative)
Named Insured SAIC INC	

**SCHEDULE**

Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH PA	Expiration Date 04/01/2012
Policy Number CA 430-94 16	
Effective Date 04/01/2011	
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

<b>Named Insured SAIC INC</b>	
<b>Endorsement Effective Date</b>	<b>04/01/2011</b>
<b>Countersignature Of Authorized Representative</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	

**SCHEDULE**

<b>Insurance Company NATIONAL UNION FIRE INS CO OF PITTSBURGH PA</b>	
<b>Policy Number</b> CA 430 94 17	<b>Effective Date</b> 04/01/2011
<b>Expiration Date</b> 04/01/2012	
<b>Named Insured SAIC INC</b>	
<b>Address</b> 10260 CAMPUS POINT DR, M/S A3-G SAN DIEGO, CA 92121	
<b>Additional Insured (Lessor)</b> AS KNOWN TO INSURER	
<b>Address</b>	
<b>Designation Or Description Of "Leased Autos"</b> 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 04/01/2011 forms a part of

Policy No CA 430 94 15 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

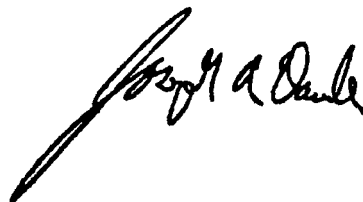
This endorsement modifies insurance provided under the following

**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



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**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 04/01/2011 forms a part of

Policy No CA 430 94 16 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 04/01/2011 forms a part of

Policy No CA 430 94 17 issued to SAIC INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

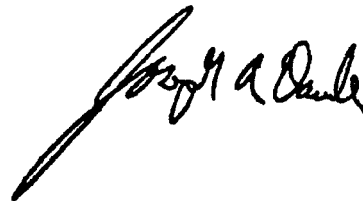
This endorsement modifies insurance provided under the following

**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



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**AUTHORIZED REPRESENTATIVE**

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

**ENDORSEMENT**

This endorsement effective 12 01 A M 04/01/2011 forms a part of  
Policy No CA 430 94 15 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 04/01/2011 forms a part of  
Policy No CA 430 94 16 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*

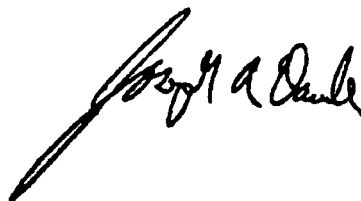
**BUSINESS AUTO COVERAGE FORM**

**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 04/01/2011 forms a part of  
Policy No CA 430 94 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

**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 04/01/2011  
Insured  
SAIC, INC.

Policy No. WC 061 96 7336

Endorsement No.  
Premium

Insurance Company  
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  \_\_\_\_\_

WC 00 03 13  
(Ed 4-84)

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3 A of the Information Page

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

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 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 04/01/2011  
Insured  
SAIC INC

Policy No WC 061 96 7336

Endorsement No  
Premium \$ INCLUDED

Insurance Company  
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  \_\_\_\_\_

**WC 43 03 05**  
(Ed 7 00)

**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 04/01/2011  
Insured  
SAIC INC

Policy No WC 061 96 7338

Endorsement No  
Premium

Insurance Company  
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  \_\_\_\_\_

WC 00 03 13  
(Ed 4 84)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3 A of the Information Page

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1 ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

2 Operations

ALL TEXAS OPERATIONS

3 Premium

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4 Advance Premium INCLUDED

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 04/01/2011  
Insured  
SAIC INC

Policy No WC 061 96-7339

Endorsement No  
Premium \$ INCLUDED

Insurance Company  
NEW HAMPSHIRE INSURANCE COMPANY

Countersigned by  \_\_\_\_\_

**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 04/01/2011  
Insured  
SAIC INC

Policy No WC 061 96 7340

Endorsement No  
Premium

Insurance Company  
NATIONAL FIRE INS CO OF PITTSBURGH PA

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 04/01/2011  
Insured  
SAIC INC

Policy No WC 061-96-7341

Endorsement No  
Premium



Insurance Company  
THE INS CO OF THE STATE OF PENNSYLVANIA

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed 4-84)

## ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2415

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

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 cancelled 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 and Address (2) State of Special or Temporary Employment (3) Contract or Project

(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES





### ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2415

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

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 the schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured

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 cancelled 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

Alternate Employer

ANY ALTERNATE  
EMPLOYER OF YOUR  
EMPLOYEES

Address

State of Special or  
Temporary Employment



## CALIFORNIA BROAD FORM ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2416

Issued to SAIC, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by all alternate employers 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 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

**Contract or Project**

ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 99 04 25  
(Ed 05/06)

Countersigned by \_\_\_\_\_



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**Authorized Representative**

## ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2417

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

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 cancelled 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 and Address (2) State of Special or Temporary Employment (3) Contract or Project  
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



## ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2418

Issued to SAIC INC

By NEW HAMPSHIRE INSURANCE COMPANY

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 cancelled 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 and Address (2) State of Special or Temporary Employment (3) Contract or Project  
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



### ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2419

Issued to SAIC, INC

By NEW HAMPSHIRE INSURANCE COMPANY

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 the schedule Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured

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 cancelled 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

**Alternate Employer**  
ANY ALTERNATE  
EMPLOYER OF YOUR  
EMPLOYEES

**Address**

**State of Special or  
Temporary Employment**



## ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2420

Issued to SAIC, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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 cancelled 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 and Address (2) State of Special or Temporary Employment (3) Contract or Project  
(1) Alternate Employer ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



## ALTERNATE EMPLOYER 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 04/01/2010 forms a part of Policy No WC 020-34-2421

Issued to SAIC, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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 cancelled 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 and Address      (2) State of Special or Temporary Employment      (3) Contract or Project  
(1) Alternate Employer      ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES



ENDORSEMENT NO. 4

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.