

IF SUPPLIER IS SUBJECT TO PROMPT PAYMENT put an X in the box

IF INVOICE IS DISPUTED put an X in the box

DISTRIBUTION (Check Box)

HOLD FOR PICKUP X

ATTACHMENT

MAIL

Fiscal Year

FY13-14

City of Oakland
ENCUMBRANCE LIQUIDATION

SUPPLIER NUMBER 104370

SUPPLIER NAME Science Application International Corporation

ADDRESS 2301 Lucien Way, #120

CITY, STATE, ZIP Maitland, FL 32751

BATCH NUMBER

BATCH DATE

INPUT AUDITED BY

TOTAL INVOICE AMOUNT

\$51,094.06

I HEREBY CERTIFY THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THIS AGENCY / DEPARTMENT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

PAID 09-30-13

Fire 09/30/13

AGENCY/DEPARTMENT

DATE

PHONY REQUEST PREPARED BY

Wanda Delouch

AUTHORIZATION SIGNATURE AND DATE REQUIRED

PHONE NUMBER (REQUIRED)

PRINTED NAME OF AUTHORIZATION SIGNATURE

Line	Date Invoice Received MM/DD/YY	Invoice Number	Invoice Date MM/DD/YY	Invoice Amount	Customer or Account Number	Description (45 Characters Maximum)	PO #	Release	Line	Amount	CABOE Sales Tax
1	09/25/13	INV-0002997199 A	09/11/13	51,920.00	011060000	Ingram Micro, Nexus 7000 LAN Adv EL2 DCNM License	2013010479		12	44,000.00	
2						18% mark up fee per contract				7,920.00	
3				(825.94)		Dvi2usb3.Dframe Grabber (Item not Received)				-825.94	
4											
5											
6											
7											
Invoice Total										51,094.06	
Total										51,094.06	-

DETAILED DESCRIPTION

SAIC submitted invoice late

ORIGINAL INVOICE(S) MUST BE ATTACHED

CITY OF OAKLAND
One Frank H. Ogawa Plaza
Oakland, CA 94612

VENDOR NO. 104370

CHECK NUMBER 807073

INVOICE NUMBER	DESCRIPTION	NET AMOUNT
INV-0002997199A	H20P016-14CT # 011060000 OFD(DJ) INGRAM MICRO NEXU	51,094.06
		51,094.06

THE FACE OF THIS CHECK IS BLUE. THE BACK CONTAINS A SIMULATED WATERMARK

CITY OF OAKLAND
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

Wells Fargo Bank, N.A.
San Francisco, California 94104

11-24
1210

CHECK # 807073

DATE 30-SEP-13

AMOUNT \$ ****51,094.06

PAY Fifty-One Thousand Ninety-Four Dollars And Six Cents*****

TO THE ORDER OF
SCIENCE APPLICATIONS INTERNATIONAL CORPO
2301 LUCIEN WAY
SUITE 120
MAITLAND, FLORIDA 32751

[Signature]
[Signature]
TWO SIGNATURES REQUIRED
VOID AFTER 180 DAYS

⑈807073⑈ ⑆121000248⑆ 4121955231⑆

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

City of Oakland
One Frank H. Ogawa Plaza
Oakland, CA 94612

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
2301 LUCIEN WAY
SUITE 120
MAITLAND, FLORIDA 32751



CITY OF OAKLAND

INTER OFFICE MEMORANDUM

TO: Osborn Solitei,
Controller, City of Oakland

FROM: Renee A. Domingo
Director, Emergency
Management Services
Division

SUBJECT: CITY OF OAKLAND EOC
JOINT CITY/PORT DOMAIN CLOSEOUT ENCUMBRANCE
LIQUIDATION COMPUTATION

DATE: September 30, 2013

Approval

Date

Attached is the closeout encumbrance documentation for the Port. The final payment does not include an invoice. The computation is based on the following:

- The payment is based on an attached invoice for License in the amount of (\$44,000);
- In addition to the \$44,000 is a 18% mark-up (\$7,920);
- Less a discount due to non-delivery of equipment (-\$825.94);
- For a final vendor payment in the amount of (\$51,094.06)

Attached is the documentation to support the computation.

The payment is part of the closeout for the DAC payment. I also attached a copy of the email from the grantor indicating the requirement that the payment be processed TODAY.

Should you have any questions do not hesitate to contact me.

Cc: Geary Dillahunty-Budget Office

City of Oakland
One Frank Ogawa Plaza
3rd Floor
Oakland, CA 94612
United States

Type	Standard Purchase Order
Order	2013010479
Revision	11
Order Date	08-MAR-2013
Created By	Shanks, Candice
Revision Date	27-SEP-2013
Current Buyer	Shanks, Candice

Supplier: **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**
 2301 LUCIEN WAY
 SUITE 120
 MAITLAND, FLORIDA 32751
 United States

Ship To: 1603 Martin Luther King Jr Way
 Oakland, CA 94612
 United States

Bill To: 1603 Martin Luther King Jr Way
 Oakland, CA 94612
 United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	104370	Net 30		Destination		
Confirm To/Telephone			Requester/Deliver To			
()						

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	American Recovery & Reinvestment Act/Port Security Grant - FY 09 DAC agreement	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> This line CANCELED on 26-JUN-2013 Original quantity ordered: 158043 Quantity CANCELED: 158043 </div> <p>Ship To: Use the ship-to address at the top of page 1</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 158043 Quantity CANCELED: 158043 </div> <p>Deliver To: Ogata, Eileen (158043) (510)238-4764</p>							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
eogata@oaklandnet.com							
2	Fixed Asset	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> This line CANCELED on 26-JUN-2013 Original quantity ordered: 172795 Quantity CANCELED: 172795 </div>							
Ship To: Use the ship-to address at the top of page 1							
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 172795 Quantity CANCELED: 172795 </div>							
Deliver To: Ogata, Eileen (172795)							
(510)238-4764 eogata@oaklandnet.com							
3	Furniture and equipment addition	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> This line CANCELED on 26-JUN-2013 Original quantity ordered: 5297 Quantity CANCELED: 5297 </div>							
Ship To: Use the ship-to address at the top of page 1							
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 5297 Quantity CANCELED: 5297 </div>							
Deliver To: Ogata, Eileen (5297)							
(510)238-4764 eogata@oaklandnet.com							
4	Professional services	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> This line CANCELED on 26-JUN-2013 Original quantity ordered: 1304233.66 Quantity CANCELED: 1304233.66 </div>							
Ship To: Use the ship-to address at the top of page 1							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 1304233.66 Quantity CANCELED: 1304233.66</p> </div>							
<p>Deliver To: Ogata, Eileen (1304233.66)</p> <p style="margin-left: 40px;">(510)238-4764 eogata@oaklandnet.com</p>							
5	Training	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>This line CANCELED on 26-JUN-2013 Original quantity ordered: 87940.54 Quantity CANCELED: 87940.54</p> </div>							
<p>Ship To: Use the ship-to address at the top of page 1</p>							
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 87940.54 Quantity CANCELED: 87940.54</p> </div>							
<p>Deliver To: Ogata, Eileen (87940.54)</p> <p style="margin-left: 40px;">(510)238-4764 eogata@oaklandnet.com</p>							
6	computer equipment	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>This line CANCELED on 26-JUN-2013 Original quantity ordered: 832637 Quantity CANCELED: 832637</p> </div>							
<p>Ship To: Use the ship-to address at the top of page 1</p>							
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 832637 Quantity CANCELED: 832637</p> </div>							
<p>Deliver To: Ogata, Eileen (832637)</p> <p style="margin-left: 40px;">(510)238-4764 eogata@oaklandnet.com</p>							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
7	computer software	Needed: 07-APR-2013 00:00:00				N	0.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>This line CANCELED on 26-JUN-2013 Original quantity ordered: 307452 Quantity CANCELED: 307452</p> </div> <p>Ship To: Use the ship-to address at the top of page 1</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>This shipment CANCELED on 26-JUN-2013 Original shipment quantity: 307452 Quantity CANCELED: 307452</p> </div> <p>Deliver To: Ogata, Eileen (307452) (510)238-4764 eogata@oaklandnet.com</p>							
9		Needed: 01-APR-2013 00:00:00	1	Each	5297	N	5,297.00
Furniture and equipment addition							
Line 9 replaces line 3 due to internal incorrect line type. Please do not duplicate order.							
Ship To: Use the ship-to address at the top of page 1							
Deliver To: Chimonyo, Cynthia (1) (510)238-7753 cchimonyo@oaklandnet.com							
10		Needed: 01-APR-2013 00:00:00	1	Each	832637	N	832,637.00
Computer equipment							
Line 10 replaces line 6 due to internal incorrect line type. Please do not duplicate order.							
Ship To: Use the ship-to address at the top of page 1							
Deliver To: Chimonyo, Cynthia (1) (510)238-7753 cchimonyo@oaklandnet.com							
11		Needed: 01-APR-2013 00:00:00	0	Each	172795	N	0.00
Fixed Asset							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
<p>Please note line 11 supersedes both line numbers 8 and 2. Please do not duplicate order.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>This line CANCELED on 10-JUL-2013 Original quantity ordered: 1 Quantity CANCELED: 1</p> </div> <p>Ship To: Use the ship-to address at the top of page 1</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>This shipment CANCELED on 10-JUL-2013 Original quantity ordered: 1 Quantity CANCELED: 1</p> </div> <p>Deliver To: Chimonyo, Cynthia (1) (510)238-7753 cchimonyo@oaklandnet.com</p>							
12	American Recovery & Reinvestment Act/Port Security Grant - FY 09 DAC agreement	Needed: 07-APR-2013 00:00:00				N	209,137.06
<p>Ship To: Use the ship-to address at the top of page 1</p> <p>Deliver To: Chimonyo, Cynthia (209137.06) (510)238-7753 cchimonyo@oaklandnet.com</p>							
13	Professional services	Needed: 07-APR-2013 00:00:00				N	1,304,233.66
<p>Ship To: Use the ship-to address at the top of page 1</p> <p>Deliver To: Chimonyo, Cynthia (1304233.66) (510)238-7753 cchimonyo@oaklandnet.com</p>							
14	Training	Needed: 07-APR-2013 00:00:00				N	87,940.54
<p>Ship To: Use the ship-to address at the top of page 1</p> <p>Deliver To: Chimonyo, Cynthia (87940.54) (510)238-7753 cchimonyo@oaklandnet.com</p>							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
15	computer software	Needed: 07-APR-2013 00:00:00				N	307,452.00
<p>Ship To: Use the ship-to address at the top of page 1</p> <p>Deliver To: Chimonyo, Cynthia (307452) (510)238-7753 cchimonyo@oaklandnet.com</p>							
Total:							2,746,697.26 (USD)

AUTHORIZED SIGNATURE _____

DATE _____

COUNTERSIGNED (If Required) _____

DATE _____

Purchase Order Terms and Conditions:

1. This purchase order shall constitute the agreement. Changes or additional terms proposed by the seller in accepting or acknowledging this order shall not be binding unless accepted by a change order in writing by the buyer, and neither buyer's lack of objections to said terms nor the acceptance of goods shipped pursuant hereto shall constitute or be deemed an agreement by buyer to any said terms.
2. Unless otherwise definitely specified, the unit prices stated herein do not include Sales or Use Tax.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Contractor.
5. Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorney's fees and costs) or liability (collectively called "Action") on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or gross negligence of Contractor, its officers, employees, subcontractors or agents. Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and continues at all times thereafter. All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.
6. Contractor shall maintain the types and amounts of insurance set forth in "Schedule Q", attached and incorporated herein by reference and made part of this Agreement, for the duration of this Agreement.
7. Time is of the essence in the performance of this Agreement.
8. The Contractor will not be held liable for failure or delay in the fulfillment hereunder if hindered or prevented by fires, strikes, or Acts of God beyond Contractor's reasonable control.
9. On shipments sold F.O.B. point of origin-prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice. Do not ship freight collect.
10. All material delivered and services rendered shall comply with City of Oakland codes, the State of California Occupational

Occupational Safety & Health Act of 1973, and all applicable amendments thereof, occupational safety and health standards and safety orders of the Occupational Safety and Health Standards Board.

11. In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Accounting Department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the City warrant or check.

12. This order shall not be assigned without the consent of the buyer, which shall not be unreasonably withheld.

Additional for Contractors:

1. 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. Said information includes but is not limited to: functional design specifications, code tables, and geographic files. 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. All information disclosed by the Parties for the purpose of this Agreement shall be deemed as proprietary and/or confidential unless otherwise identified and shall be protected by the receiving Party in the same manner and to the same degree that it protects its own proprietary or confidential information. Each Party agrees that it will use the other Party's information only as required in the performance of this Agreement, and will not before, during, or after completion of this Agreement otherwise use said information, nor copy or reproduce the same in any form. At all times the receiving Party will recognize the disclosing Party's sole and exclusive ownership of this information, and the sole and exclusive right and jurisdiction of the disclosing Party to control and use this information. The Parties further agree that it will make no use of the described information, for either internal or external purposes, other than as is directly related to the performance of this Agreement.
- For the purposes of this Agreement, "confidential information" may include, but not be limited to, items such as (i) any and all proprietary materials and information regarding technical plans; and (ii) any and all other information of whatever nature and in whatever medium, including data, developments, schematics, trade secrets, and improvements; this is disclosed in any form by one Party to the other Party, as designated by that Party. The Parties to this Agreement acknowledge and agree that the System contains trade secrets and confidential data of the other Party and its licensors, and agree to take all reasonable steps to ensure that such trade secrets and proprietary data are not disclosed, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Agreement, including those taken by each Party to protect its own confidential information and those which either Party or its licensors may reasonably request from time to time. Notwithstanding the above, the Parties agree that in the event that City is required by federal, state or local law, including but not limited to Oakland Municipal Code Title 2, Chapter 2.20, to disclose information relating to this Agreement or Contractor, such disclosure shall not constitute a breach of this Section.
2. Except for incidental services, services that cumulatively or otherwise exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents (\$24,999.99), are subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the "Declaration of Compliance" attached and incorporated herein as "Schedule N" and made part of this Agreement, and, unless specific exceptions apply or a waiver is granted, that Contractor provide the following to its employee who perform services under or related to this Agreement:
 - a. Minimum compensation - Said employees shall be paid an initial hourly wage rate with and without health benefits as determined by the Department of Contracting and Purchasing annually. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the rate 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.
 - b. Health benefits - Said full-time, non-part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 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 tax month of employment consistent with company policy, whichever is sooner. Paid holidays

- k) Nuclear Free Zone Disclosure Consultant represents, pursuant to the "Nuclear Free Zone Disclosure Form" - Schedule-P that consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers
- l) Insurance Requirement Schedule Q summarizes insurance requirements relative to this project.
- j) Conflict of Interest/Confidentiality/City-Consultant Relationship Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

Consultant shall submit information concerning the ownership, ethnicity and gender, by completing Schedule D as mentioned earlier. Schedule E ("Project Consultant Team"), is also attached and incorporated herein and made a part of this Agreement.

All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.

In the recruitment of sub Consultants, the City of Oakland requires all Consultants 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.

In the use of such recruitment, hiring and retention of employees or sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Consultant represents to and agrees with the City or Agency that no conflict of interest is created between providing the City or Agency services hereunder and any interest Consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City or Agency.

Consultant further agrees that Consultant shall not, without prior written consent of the City Administrator, perform any services for any person other than the City Administrator relating to the study referred to in this RFP.

The consultant understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.

IF SUPPLIER IS SUBJECT TO PROMPT PAYMENT put an X in the box	
IF INVOICE IS DISPUTED put an X in the box	
DISTRIBUTION (Check Box):	
HOLD FOR PICK-UP	X
ATTACHMENT	
MAIL	

Fiscal Year
FY13-14

City of Oakland
ENCUMBRANCE LIQUIDATION

SUPPLIER NUMBER **104370**
 SUPPLIER NAME **Science Applications International Corporation**
 ADDRESS **2301 Lucien Way, #120**
 CITY, STATE, ZIP **Maitland, FL 32751**

BATCH NUMBER	
BATCH DATE	
INPUT/AUDITED BY	
TOTAL INVOICE AMOUNT	\$2,062,160.08

I HEREBY CERTIFY THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THIS AGENCY / DEPARTMENT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Fire	09/16/13		
AGENCY/DEPARTMENT	DATE	PAYMENT REQUEST PREPARED BY	AUTHORIZATION SIGNATURE AND DATE REQUIRED
		PHONE NUMBER (REQUIRED)	PRINTED NAME OF AUTHORIZATION SIGNATURE

Line #	Date Invoice Received MM/DD/YY	Invoice Number	Invoice Date MM/DD/YY	Invoice Amount	Customer or Account Number	Description (45 Characters Maximum)	PO #	Release	Line	Amount	CA/BOE Sales Tax
1	09/13/13	INV-0002997199	09/11/13	1,895,720.37	Cust # 011060000	Billing Period 6/1/13-6/30-13 DAC Project	2013010479		9	5,297.00	
2						Billing Period 6/1/13-6/30-13 DAC Project	2013010479		10	832,637.00	
3						Billing Period 6/1/13-6/30-13 DAC Project	2013010479		12	158,043.00	
4						Billing Period 6/1/13-6/30-13 DAC Project	2013010479		13	670,790.54	
5						Billing Period 6/1/13-6/30-13 DAC Project	2013010479		14	87,940.54	
6						Billing Period 6/1/13-6/30-13 DAC Project	2013010479		15	295,566.08	
7						Deduct Amt for 'Goods Received' No Rcpt Provided	2013010479		15	-94,497.89	
8						Deduct Labor Overcharge Exceeding 8 hr a Day Limit	2013010479		15	-16,067.20	
9						Deduct Fluensee Charge for TMS Integration	2013010479		15	-15,852.00	

ODC Minor Comp Equip								
ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount	
29	Hewlett-Packard	4/26/2013	52732590	HP Z620 Workstation	\$ 2,270.00	\$ 408.60	\$	2,678.60
29	Hewlett-Packard	4/26/2013	52732590	Single Unit Packaging	\$ 5.00	\$ 0.90	\$	5.90
29	Hewlett-Packard	4/26/2013	52732590	HP Z620 800W 90 Efficient Chassis	\$ 1,440.00	\$ 259.20	\$	1,699.20
29	Hewlett-Packard	4/26/2013	52732590	MS Windows 7 Professional	\$ 415.00	\$ 74.70	\$	489.70
29	Hewlett-Packard	4/26/2013	52732590	Windows 7 64 Bit Image Recovery	\$ 30.00	\$ 5.40	\$	35.40
29	Hewlett-Packard	4/26/2013	52732590	Intel Xeon E5-2620 2 15M	\$ 2,320.00	\$ 417.60	\$	2,737.60
29	Hewlett-Packard	4/26/2013	52732590	Intel Xeon E5-2620 2 15M	\$ 2,320.00	\$ 417.60	\$	2,737.60
29	Hewlett-Packard	4/26/2013	52732590	48GB DDR3-1600 12x4GB	\$ 4,610.00	\$ 829.80	\$	5,439.80
29	Hewlett-Packard	4/26/2013	52732590	AMDFireProW70004GB	\$ 2,840.00	\$ 511.20	\$	3,351.20
29	Hewlett-Packard	4/26/2013	52732590	500GB 7200 RPM	\$ 350.00	\$ 63.00	\$	413.00
29	Hewlett-Packard	4/26/2013	52732590	HP USB Keyboard	\$ 30.00	\$ 5.40	\$	35.40
29	Hewlett-Packard	4/26/2013	52732590	HP USB Optical Mouse	\$ 30.00	\$ 5.40	\$	35.40
29	Hewlett-Packard	4/26/2013	52732590	16X SuperMulti DVDRW SATA	\$ 190.00	\$ 34.20	\$	224.20
29	Hewlett-Packard	4/26/2013	52732590	HP Solenoid Hood Lock and Hood Sens	\$ 50.00	\$ 9.00	\$	59.00
29	Hewlett-Packard	4/26/2013	52732590	HP Z620 Country Kit US	\$ 15.00	\$ 2.70	\$	17.70
30	Ingram Micro	4/26/2013	30-64944-11	24x7 4 HR SMARTNET ASA	\$ 36,736.70	\$ 6,612.61	\$	43,349.31
30	Ingram Micro	4/26/2013	30-64944-11	24x7 4 HR SMARTNET NEXUS	\$ 22,561.00	\$ 4,060.98	\$	26,621.98
31	Hewlett-Packard	5/7/2013	52774796	HP CPQ LED Monitor	\$ 3,497.00	\$ 629.46	\$	4,126.46
32	Hewlett-Packard	5/3/2013	52782937	Microsoft Office	\$ 992.50	\$ 178.65	\$	1,171.15
32	Hewlett-Packard	5/7/2013	52774796	Recycling Fee	\$ 52.00	\$ 9.36	\$	61.36
33	Ingram Micro	5/15/2013	30-64716-11	Nexus 7010 BNDL CHASSIS	\$ 114,400.00	\$ 20,592.00	\$	134,992.00
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7000 F2-SERIES	\$ 38,720.00	\$ 6,989.60	\$	45,689.60
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7000 F2-SERIES	\$ 38,720.00	\$ 6,989.60	\$	45,689.60
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7010 AIR FILTER	\$ 440.00	\$ 79.20	\$	519.20
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7010 FRONT DOOR KIT	\$ 1,320.00	\$ 237.60	\$	1,557.60
33	Ingram Micro	5/15/2013	30-64716-11	10GBASESR SFP+ MODULE	\$ 5,262.40	\$ 947.23	\$	6,209.63
33	Ingram Micro	5/15/2013	30-64716-11	10GBASESR SFP+ MODULE	\$ 13,813.80	\$ 2,486.48	\$	16,300.28
33	Ingram Micro	5/15/2013	30-64716-11	100BSX SFP TRANSCEIVER MODULE	\$ 1,980.00	\$ 356.40	\$	2,336.40
33	Ingram Micro	5/15/2013	30-64716-11	10GBASE-LR SFP MODULE	\$ 5,273.40	\$ 949.21	\$	6,222.61
34	Ingram Micro	5/16/2013	30-67429-11	FRONT DOOR	\$ 908.70	\$ 163.57	\$	1,072.27
34	Ingram Micro	5/16/2013	30-67429-11	REAR DOOR RIGHT LEFT	\$ 833.82	\$ 150.09	\$	983.91
34	Ingram Micro	5/16/2013	30-67429-11	FRONT RACK AND REAR RACK	\$ 522.00	\$ 93.96	\$	615.96
35	Ingram Micro	6/4/2013	30-67429-13	STANDARD RACK WITH SIDE	\$ 2,674.62	\$ 481.43	\$	3,156.05
35	Ingram Micro	6/4/2013	30-67429-13	FILLER PANELS	\$ 363.48	\$ 65.43	\$	428.91
36	Genetec	6/12/2013	ISW-032579	connection for Vidsys integration	\$ 7,500.00	\$ 1,350.00	\$	8,850.00
36	Genetec	6/12/2013	ISW-032579	connection for Vidsys integration	\$ 1,125.00	\$ 202.50	\$	1,327.50
N/A	Goods Received	Multiple	N/A	Goods Received	\$ 80,082.96	\$ 14,414.93	\$	94,497.89

Total for ODC Minor Comp Equip

\$ 465 1.37

EXHIBIT 8

PROJECT CHANGE CONTROL

CHANGE ORDER

[THIS CHANGE ORDER MUST BE DRAFTED BY A CITY OF OAKLAND DAC PROJECT MANAGER]

Name of Agreement: <u>Domain Awareness Center</u>	Change Order Number: <u>2</u>
Contract Reference Number: <u>Resolution 82933 C.M.S.</u>	Requester: <u>Ahsan Baig</u>
SOW Name/Reference Number: <u>LATE SUBMISSION OF SOFTWARE LICENSE FROM SAIC</u>	Requester's Title: <u>Interim Information Technology Director</u>
CITY Project Manager: <u>Ahsan Baig; Renee Domingo</u> Title: <u>Interim Director, DIT ; Director, EMSD</u>	Contractor Project Manager: <u>Taso Zografos</u> Title: <u>Project Manager</u>
Cost Change: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, how much \$	Priority: High <input checked="" type="checkbox"/> Med. <input type="checkbox"/> Low <input type="checkbox"/>

Upon execution by the Parties, this change order ("Change Order") will become part of the Scope of Work referenced above ("SOW") pursuant to the agreement referenced above ("Agreement"). All Services and Deliverables provided pursuant to this Change Order will be subject to the terms and conditions of the SOW and the Agreement. All undefined terms will have the meanings set forth in the SOW and Agreement.

Change Type [check all that apply]:

- Scope/Deliverables
- Price or Estimated Budget
- Schedule
- Contract Change
- Other

Detail Description of Change

SAIC provided additional invoice from Ingram Micro for F/Nexus 7000 License for 2 at \$22,000 for a total of \$44,000 plus an 18% markup cost. This item was not billed by SAIC's on the June or July 2013 invoices.

Reason for Change

The software license was provided by SAIC; however, the invoice dated June 11, 2013 from Ingram Micro was submitted late and after the City has already issued the check for the June and July 2013 invoices.

New or Changed Resources

See attached document

Impact on Resources		Impact on Cost		Impact on Schedule and Other Tasks	
		Software	+ \$ 51,920.00		
		Goods Not Received	(825.94)		
		TOTAL	\$ 51,094.06		

ACCEPTED AND AGREED TO THIS 26 day of SEP, 2013

CITY OF OAKLAND

By: [Signature]
 Name: AHSAN BAIG
 Title: INTERIM CIO
 Date: 09/26/13

CONTRACTOR

By: _____
 Name: _____
 Title: _____
 Date: _____

CITY OF OAKLAND

By: _____

Name: _____

Title: _____

Date: _____

CITY OF OAKLAND

By: _____

Name: _____

Title: _____

Date: _____

Direct Cost Category	Original	Revised	Delta
DM Purchased Equipment	284,123.60	280,721.42	3,402.18
ODC Lab Equipment	825.94	-	825.94
ODC Minor Computer Equipment	465,739.37	441,537.62	24,201.75
Direct Cost Category Totals	750,688.91	722,259.04	28,429.87
Invoice Cumulatives	2,683,717.28	2,655,287.41	28,429.87

DM Purchased Equipment								
ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount	
N/A	Goods Received	Multiple	N/A	Goods Received	\$ 2,883.20	\$ 518.98	\$ 3,402.18	
Total for DM Purchased Equipment							\$	3,402.18

ODC Lab Equipment								
ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount	
28	Amazon	6/10/2013	106-8100045-8898643	Dvi2usb 3.D frame grabber	\$ 699.95	\$ 125.99	\$ 825.94	
Total for ODC Lab Equipment							\$	825.94

Item Not Rec'd

ODC Minor Comp Equip								
ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount	
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7000 6.0 kw	\$ (15,840.00)	\$ (2,851.20)	\$ (18,691.20)	
29	Hewlett-Packard	4/26/2013	52732590	HP3/3/3 Warranty US	\$ (190.00)	\$ (34.20)	\$ (224.20)	
29	Hewlett-Packard	4/26/2013	52732590	HP 3y NextBusDay Onsite-DMR WS Only	\$ (65.00)	\$ (11.70)	\$ (76.70)	
38	Ingram Micro	6/11/2013	30-64716-12	Nexus 7000 LAN Adv EL2 DCNM License	\$ (44,000.00)	\$ (7,920.00)	\$ (51,920.00)	
N/A	Goods Received	Multiple	N/A	Goods Received	\$ 80,604.96	\$ 14,508.89	\$ 95,113.85	
Total for ODC Minor Comp Equip							\$	24,201.75

Rec'd

Direct Cost Category Delta \$ 28,429.87

SHIP TO

A ZOGRAFOS P010142583
SAIC OAKLAND OFFICE
1000 BROADWAY STE 675
P010142583
OAKLAND CA 94607-4070

MAKE CHECKS PAYABLE TO:

INGRAM
MICRO

DATE

06-11-13

AMOUNT PAID

SAIC
MAIL STOP 2113-03G
301 LABORATORY RD
ATTN: ACCOUNTS PAYABLE
OAK RIDGE TN 37830-6922

JUN 17 2013

INVOICE NO.	CUSTOMER NO.	INVOICE DATE	AMOUNT DUE	PAGE
30-64716-12	30-055260-000	06-11-13	44000.00	1 OF 1

* INVOICE AMOUNTS IN U.S. CURRENCY *
TEAR AT PERFORATION AND RETURN UPPER PORTION WITH PAYMENT ↑

*** Note New Remit-To Address below ***

REMIT TO INGRAM MICRO INC.
P.O. BOX 90350
CHICAGO, IL 60696-0350

AGREEMENT AND CONDITIONS OF SALE

RETURNS: Merchandise (to be returned) must have Ingram Micro Inc.'s return authorization number. Credits for approved out of policy returns may be reduced below full value.

CLAIMS: Claims for loss or damage to shipment must be made to the carrier by the Customer. All other claims must be made to Ingram Micro Inc. within 30 days of invoice date.

PRICES: All orders will be billed at prices in effect at the time of delivery.

TERMS: The sale and delivery of the product and/or services listed on this invoice are subject to Ingram Micro Inc.'s standard sales terms and conditions as published on Ingram Micro's website in effect at the time the product or service is ordered. Any variance from these terms and conditions will be effective only if agreed to in writing by Ingram Micro prior to the time the product or service is ordered.

MISC: Items not specifically mentioned above should be addressed to our corporate headquarters at Ingram Micro Inc. 1500 E. St. Andrew Place P.O. Box 26125 Santa Ana CA 92709-5125. This agreement becomes effective on invoice date.

INGRAM
MICRO

INVOICE NO.	SHIP VIA	TERMS	CUSTOMER NO.	CUSTOMER PO.	INVOICE DATE	# OF LINES
30-64716-12	RGFXRG	NET 45	30-055260-000	P010142583	06-11-13	

ITEM #	ORD	SHIP UN	DESCRIPTION	COST	AMOUNT
LB7999	2	2 EA	PROMO INC LAN ADV TRS EL2 AND LIC DCNM VALID THRU LHPY12 P/NEXUS 7000 VEND PART: N7K-SBUN-P1= EU#-001647081 CITY OF OAKLAND MC#L DCR :	22000.00	44000.00
NOTE: THIS INVOICE IS FOR PRODUCT SHIPPED DIRECTLY FROM THE VENDOR: CISCO VENDOR NAME IS ON THE CORRESPONDING PACKING SLIP					

TOTAL SALES 44000.00
 TOTAL TAX AMT
 TOTAL FREIGHT
 TOTAL COD
 TOTAL MISC
 INVOICE TOTAL 44000.00

**Port Security Grant Program American Recovery and
Reinvestment Act (ARRA PSG) 2009**

REIMBURSEMENT REQUEST

September 26, 2013

Mr. Mike O'Brien
Port Facilities Security Officer
530 Water Street
Oakland, CA 94607

Re: **Sub grant Agreement for ARRA Between Port of Oakland (Grantee Number
941746312) and City of Oakland (Sub-Grantee) Award Number 2009-PU-RI-0189
For the Domain Awareness Center (DAC)**

Reimbursement Request No. (FINAL) ARRA PSGP 2009

(EL2 DCNM Software License) \$51,094.06

(Management and Administration) \$

Total Amount of Reimbursement Requested in this Request: \$-0-

Total Amount of Reimbursement Requested in this Request: \$51,094.06

Maximum Amount of Funds Specified in Sub Grant Agreement (Federal Match Value): \$-0-

Maximum Amount of Funds Specified in this Agreement: \$51,094.06

Total of All Funds Disbursed Prior to this Request:

\$2,695,603.20

OAKLAND certifies that:

- (a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse OAKLAND for Authorized Expenditures, which expenditures are set forth within the sub grant agreement between the City of Oakland (OES) and the Port of Oakland, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in executed Agreement.
- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and OAKLAND is in compliance with all Grant requirements;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of OAKLAND authorized to execute this Reimbursement Request on behalf of OAKLAND.

Signature of Authorized Agent:

Cynthia C. Menzies for Renee Domingo

Printed Name of Authorized Agent:

Renee A. Domingo

Title: Director, Office of Emergency Services and Homeland Security Unit

Date: September 26, 2013

Concur:

SAIC
SAIC 9/27/13

IF SUPPLIER IS SUBJECT TO PROMPT PAYMENT put an X in the box

IF INVOICE IS DISPUTED put an X in the box

DISTRIBUTION (Check Box):

HOLD FOR PICK-UP
ATTACHMENT
MAIL

X

Fiscal Year
FY13-14

City of Oakland
ENCUMBRANCE LIQUIDATION

SUPPLIER NUMBER **104370**

SUPPLIER NAME **Science Application International Corporation**

ADDRESS **2301 Lucien Way, #120**

CITY, STATE, ZIP **Maitland, FL 32751**

BATCH NUMBER	
BATCH DATE	
INPUT/AUDITED BY	
TOTAL INVOICE AMOUNT	\$51,094.06

I HEREBY CERTIFY THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THIS AGENCY / DEPARTMENT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Fire	09/25/13		
AGENCY/DEPARTMENT	DATE	PAYMENT REQUEST PREPARED BY	AUTHORIZATION SIGNATURE AND DATE REQUIRED
		PHONE NUMBER (REQUIRED)	PRINTED NAME OF AUTHORIZATION SIGNATURE

% USE	Date Invoice Received MM/DD/YY	Invoice Number	Invoice Date MM/DD/YY	Invoice Amount	Customer or Account Number	Description (46 Characters Maximum)	PO #	Release	Line	Amount	CA BOE Sales Tax
1	09/25/13	30-64716-12	06/11/13	51,920.00		Ingram Micro, Nexus 7000 LAN Adv EL2 DCNM License				44,000.00	
2						18% mark up per contract				7,920.00	
3				(825.94)		Dvi2usb3.Dframe Grabber (Item not Received)				-825.94	
4											
5											
6											
7											
			Invoice Total	51,094.06					Total	51,094.06	-

DETAILED DESCRIPTION

ORIGINAL INVOICE(S) MUST BE ATTACHED

10700

A ZOGRAFOS P010142583
 SAIC OAKLAND OFFICE
 1000 BROADWAY STE 675
 P010142583
 OAKLAND CA 94607-4070

MAKE CHECKS PAYABLE TO:

**INGRAM
 MICRO**

DATE

06-11-13

AMOUNT PAID

SAIC
 MAIL STOP 2113-03G
 301 LABORATORY RD
 ATTN: ACCOUNTS PAYABLE
 OAK RIDGE TN 37830-6922

JUN 17 2013

INVOICE NO.	CUSTOMER NO.	INVOICE DATE	AMOUNT DUE	PAGE
30-64716-12	30-055260-000	06-11-13	44000.00	1 OF 1

* INVOICE AMOUNTS IN U.S. CURRENCY *

TEAR AT PERFORATION AND RETURN UPPER PORTION WITH PAYMENT

*** Note New Remit-To Address below ***

REMIT TO INGRAM MICRO INC.
 P.O. BOX 90350
 CHICAGO, IL 60696-0350

AGREEMENT AND CONDITIONS OF SALE

RETURNS: Merchandise returned must have Ingram Micro Inc. return authorization number. Credits for returned goods are subject to inspection and may be reduced below full value.
CLAIMS: Claims for loss or damage to shipment must be made to the carrier by the Consignor. All other claims must be made to Ingram Micro Inc. within 30 days of invoice date. All claims will be billed at prices in effect at the time of delivery.
PRICES: The sale and delivery of the product and/or services listed on this invoice are subject to Ingram Micro Inc.'s standard sales terms and conditions as published on Ingram Micro's website in effect at the time the product or service is ordered. Any variance from these terms and conditions will be effective only if agreed to in writing by Ingram Micro prior to the time the product or service is ordered.
MISC.: Items not specifically mentioned above should be addressed to our corporate headquarters at: Ingram Micro Inc. 1080 E. St. Andrew Place P O Box 25126 Suite Aca CA 92282-5126
 This agreement becomes effective on invoice date.

**INGRAM
 MICRO**

INVOICE NO.	SHIP TO	TERMS	CUSTOMER NO.	CUSTOMER ORDER NO.	INVOICE DATE	PAGE
30-64716-12	RGPXRG	NET 45	30-055260-000	P010142583	06-11-13	

ITEM #	ORD	SHIP UN	DESCRIPTION	COST	AMOUNT
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LB7999	2	2	EA PROMO INC LAN ADV TRS EL2 AND LIC 22000.00 DCNM VALID THRU 1HPY12 F/NEXUS 7000 VEND PART: N7K-SBUN-P1= EUB-001647081 CITY OF OAKLAND MCHL DCR : NOTE: THIS INVOICE IS FOR PRODUCT SHIPPED DIRECTLY FROM THE VENDOR: CISCO VENDOR NAME IS ON THE CORRESPONDING PACKING SLIP		44000.00
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TOTAL SALES 44000.00
 TOTAL TAX AMT
 TOTAL FREIGHT
 TOTAL COD
 TOTAL MISC
 INVOICE TOTAL 44000.00

Direct Cost Category	Original	Revised	Balance
DM Purchased Equipment	284,123.60	280,721.42	3,402.18
ODC Lab Equipment	825.94	-	825.94
ODC Minor Computer Equipment	465,739.37	441,537.62	24,201.75
Direct Cost Category Totals	760,688.91	722,259.04	28,429.87
Invoice Cumulatives	2,683,717.28	2,655,287.41	28,429.87

ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount
N/A	Goods Received	Multiple	N/A	Goods Received	\$ 2,883.20	\$ 518.98	\$ 3,402.18
Total for DM Purchased Equipment							\$ 3,402.18

ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount
28	Amazon	6/10/2013	106-8100045-8898643	Dvi2usb 3.D frame grabber	\$ 699.95	\$ 125.99	\$ 825.94
Total for ODC Lab Equipment							\$ 825.94

Item Not Received

ITEM #	Vendor Name	Invoice Date	Invoice Number	Description	Cost	Fee	Amount
33	Ingram Micro	5/15/2013	30-64716-11	NEXUS 7000 6.0 kw	\$ (15,840.00)	\$ (2,851.20)	\$ (18,691.20)
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29	Hewlett-Packard	4/28/2013	62732580	HP 3y Next Bus Day Dnsile DMR WS Only	\$ (65.00)	\$ (11.70)	\$ (76.70)
38	Ingram Micro	6/11/2013	30-64716-12	Nexus 7000 LAN Adv EL2 DCNM License	\$ (44,000.00)	\$ (7,920.00)	\$ (51,920.00)
N/A	Goods Received	Multiple	N/A	Goods Received	\$ 80,604.95	\$ 14,508.89	\$ 95,113.85
Total for ODC Minor Comp Equip							\$ 24,201.76

Received

Direct Cost Category Delta \$ 28,429.87