**SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION**

**BID #: ESC-0549-16** **OPEN DATE: 12/14/2016**

**COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE**

**KIND AND BASIS OF CONTRACT: Service Contract**

**AGENCY: Information Technologies Division**

**BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria**

**NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to ratify the period of service from March 28, 2019 to date of award.

Recommend approval to increase the award for implementation services with Applications Software Technology, LLC (AST) in the amount of $45,000.00 for ITD staff training class Service Oriented Architecture (SOA) as described in the attached contract change request.

Recommend approval to increase the award with Applications Software Technology, LLC (AST) in the amount of $411,400.40 to cover the 4th quarter period for the Oracle SaaS Software Subscription Services.

Recommend approval to utilize the first of seven (7) one (1) year renewal options with Applications Software Technology, LLC (AST) in the amount of $1,708,320.99 for Oracle SaaS Software Ordering Document. Period of service will be from date of award through March 27, 2020.The revised total contract expenditure not-to-exceed $26,490,872.59.

Funding to be encumbered by account AFIT531A–ITEF01–02–069509 for implementation services, account AFIT531FERP–03118 for software subscription services and to be executed by formal contract amendment (#10420-Master Services Contract with AST, #10421-Ordering Document with AST) through the Office of General Counsel.

**ATTACHMENTS:** Recommendation Memo, Change Order SOA.CR-01 Request, Previous Awards

**BUYER:** _____ RUBEN OLA

**RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** **Kenneth Lathrop, Chief of Information Technologies/CIO**

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

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**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

March 27, 2019

04/01/19 11:15:25
Procurement Division

**TO:** Gregory W. Pease
Chief of Procurement

**VIA:** Kenneth Lathrop
Chief of Information Technologies/CIO

**FROM:** Michael Turner
PMO Manager, Information Technologies Division

**SUBJECT:** ESC-0549-16 – Enterprise Resource Planning (ERP) – 1st Renewal Option and Change Order for Technical Training

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On March 15, 2018, the City awarded Applications Software Technology, LLC (AST)/Oracle for the use of the Oracle SaaS ERP solution and for the services required to implement the Oracle SaaS ERP solution. The following contracts / agreements with Oracle and AST were executed on March 28, 2018:

- **Master Services Contract with AST (Exhibit 1), City Contract 10420:** The Master Services Contract specifies the professional services required to implement the Oracle SaaS ERP solution (e.g. the service applications listed in the Ordering Document). The term of this agreements is for five (5) years with an option to renew for up to three (3) additional years. This contract has two (2) attachments:
    - Statement of Work (Exhibit 1A): Defines all services AST will provide to deliver fully functional Financial, Purchasing, Budget Development, Human Resources, and Payroll system to the City.
    - Payment Schedule (Exhibit 1B): Lists all payment amounts for deliverables by estimated completion date for all project phases.
- **Cloud Services Agreement with Oracle (Exhibit 2), City Contract 10180-01:** This document, and the negotiated Amendment (Exhibit 2A), governs the City's use of the Oracle SaaS ERP products described in the Ordering Document. The term of this agreement is for eight (8) years with the option to renew for up to three (3) additional years. This agreement also references the following Oracle policy documents:
    - Oracle Cloud Hosting and Delivery Policies (Exhibit 2B)
    - Data Processing Agreement (Exhibit 2C)
    - Oracle Services Privacy Policy (Exhibit 2D)

- Service Specifications (Exhibit 2E)

- **Ordering Document with AST (Exhibit 3), City Contract 10421:** This document lists the ERP service applications (e.g. software modules) that the City is purchasing through this subscription agreement (with AST being a certified re-seller of Oracle cloud services). The term of this agreements is for one (1) year with the option to renew for up to seven (7) additional years. The maximum indebtedness for this contract will increase each year the City exercise the option to continue using the Oracle SaaS ERP solution by the amount specified for the Option Years within the agreement.

The contracts were established with the not to exceed amount of $23,063,150.00 for implementation services and $1,234,201.20 for SaaS subscription services, for a total maximum indebtedness of $24,297,351.20.

On December 13, 2018 Project Change Order Request - P1.CR-01 - Credit Card Vendor Payments was awarded in the amount of $28,800. The contract was amended with the not to exceed amount of $23,091,950.00 for implementation services and $1,234,201.20 for SaaS subscription services, for a total maximum indebtedness of $24,326,151.20.

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**Master Services Contract with AST (Exhibit 1):**
The Information Technologies Division, (ITD) requests a change order to increase the award ESC-0549-16 in the amount of $45,000. This project change order, SOA.CR-01 Technical Training Classes, will provide the necessary training for ITD staff to manage and maintain the Service Oriented Architecture (SOA) platform. Oracle SOA Suite enables system developers to set up and manage services and to orchestrate them into composite applications and business processes between the 1Cloud ERP system and other applications. With Oracle SOA Suite's hot-pluggable components, the City can extend and evolve the system architectures instead of replacing them.

This change order request, once approved will require an amendment to the Master Services Contract with AST (Exhibit 1). A revised Payment Schedule (Exhibit 1B) is provided to capture the additions to the payment schedule for P1.CR-01 - Credit Card Vendor Payments and SOA.CR-01 Technical Training Classes. The change order would increase the not to exceed amount to $23,136,950.00 for implementation services.

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**Ordering Document with AST (Exhibit 3):**
The Information Technologies Division, (ITD) requests to exercise year one (1) of seven (7) renewal options of the Ordering Document with AST (Exhibit 3). The renewal request is for the amount of $1,708,320.99 for the period of March 28, 2019 thru March 27, 2020.

In addition, a request is to true-up the software subscription not-to-exceed amount to cover the 4th period of the initial award in the amount of $411,400.40 bringing the maximum indebtedness for the SaaS subscription services to $3,353,922.59. The quarterly payments will change from the current schedule of $411,400.40 to $427,080.25 for the 1st year renewal changes.

Note: The original SaaS Subscription Services funding source was AFIT53A – ITEF01 – 02 - 069427, an ERP Capital account. The 1st three (3) Subscription Service payments were completed from that funding

source. A new Operating Index Code was created for ITD for the Subscription Services (AFIT531FERP – 03118). All future payments will be applied to this funding source.

Changes to the Ordering Document:

1Cloud ERP Licenses-

- Three (3) additional test environments are requested to provide flexibility and reduce risk during the implementation of the 1Cloud system.
- One (1) part # was corrected.
- Financial impact of an increase of $15,750.00.

IDCS and PaaS/IaaS Licenses-

- Oracle re-engineered their license structure from a Non-Metered to Metered methodology. AST worked with Oracle to adjust quantities to insure there would be no impact to the implementation and operation of the system once live.
- All but two (2) of the eighteen (18) part #s were impacted by this change
    - Twelve (12) part #s were replaced with new part #s
    - Three (3) part #s remained the same however, quantities were modified to support the overall change in structure
    - Two (2) part's remained the same
    - Seven (7) new part #s were added to support the change in structure
- Overall there is a *$0.00 financial impact* to the total licenses for this area.
- Definition of these services.
    - Identity Cloud Services (IDCS) is used for security and identity management platform is cloud native and designed to be an integral part of the enterprise security structure.
    - Platform as a Service (PaaS) is a category of cloud computing services that provides a platform allowing customers to develop, run, and manage applications without the complexity of building and maintaining the infrastructure typically associated with developing and launching an app.
    - Infrastructure as a Service (IaaS) are online services that provide high-level infrastructure components traditionally present in an on-premises data center, including servers, storage and networking hardware.

CX-CRM Licenses-

- Six (6) part #s were replaced with new part #s. These new part #s also were changed to a pooled license method to provide flexibility in increases in service while maintaining the most cost effective approach for the City.
- Four (4) part #'s quantities were increased to prepare for go-live of the new system.
- Financial impact of an increase of $46,969.39.

Section B. Terms for Ordered Cloud Services, Item 8. Price Hold for Cloud Services-

- There were eight (8) part #s on hold.
- The City requested to extend the price hold for six (6) part #s for an additional 12 months.
- Five (5) of those part #s were granted the extension, including one (1) part # that changed due to the Non-Metered vs. Metered structure change.
- One (1) part # was discontinued and no longer offered.

Exhibit B Additional End User Terms

- I. End User Terms – Oracle Field Cloud Services
  - This is related to the CX-CRM licenses and technical criteria.
- II. End User terms – Additional Fees for any Increased Usage/Capacity
  - This is related to the IDCS and PaaS/IaaS License change of structure from a Non-Metered to Metered methodology.
- III. End User Terms – Oracle Social Cloud Services, Third Party Content and Social Media Providers: Twitter-Approved Use Case
  - This is related to the CX-CRM and associate with the ability to utilize Social Media/Twitter services with the CX-CRM.

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| | Master Services Contract with AST (Exhibit 1): AST – Implementation Services | Cloud Services Agreement with Oracle (Exhibit 2): AST – Software Subscription | Total Not-To Exceed |
|---|---|---|---|
| Initial Award | $ 23,063,150.00 | $ 1,234,201.20 | $ 24,297,351.20 |
| P1.CR.1-01 | $ 28,800.00 | | $ 24,326,151.20 |
| 1st Renewal - SOA.CR-01 | $ 45,000.00 | | |
| True-Up | | $ 411,400.40 | |
| Ordering Document Changes | | $ 1,708,320.99 | |
| | **$ 23,136,950.00** | **$ 3,353,922.59** | **$ 26,490,872.59** |

Not to Exceed Amount:

| | | |
|---|---|---|
| AST – Implementation Services | AFIT53A – ITEF01 – 02 – 069509 | $ 23,136,950.00 |
| AST – Software Subscription | AFIT53A – ITEF01 – 02 – 069509 | $ 1,234,201.20 |
| AST – Software Subscription | AFIT531FERP – 03118 | $ 2,119,721.39 |
| Total Maximum Indebtedness | | $ 26,490,872.59 |

Attachments:
Oracle SaaS Ordering Document – First Renewal
Oracle SaaS Ordering Document – 1st Year Renewal Analysis
Attachment C – Software Payment Schedule - First Renewal
Project Change Order - SOA.CR-01 - Technical Training Classes
Exhibit B – Implementation Services Deliverable Payment Schedule

CC:
Marlene Russell, Director of Organizational Effectiveness

# City of Jacksonville Cloud ERP Project Change Request

| | |
|---|---|
| **Requestor** : Michael Turner | **Request Date** : *18-Sep-2019* |
| **Change #** : SOA.*CR-01 – Technical Training Classes* | |
| **Priority** : *Medium* | |

**Functional Area: SOA Applications**

**Description of Change:**

The City has a need to train several team members on SOA developer technologies. This change order is for AST to provide 100 hours of training for up to 8 City resources. The details of the 3 weeks of training classes are defined as an attachment to this Change Order. The City and AST expect up to 8 attendees in each session.

**Reason for Change:**

SOA is a new technology for City resources. The City reviewed training options delivered by Oracle University and AST direct. The AST training will be custom developed and specific to the City solution.

**Recommendation Solution:**

Approve the change order and schedule the training periods. Training sessions to being in Mid-April.

**Schedule Impact:**

None. The training weeks will be scheduled in coordination with the City to maximize the effectiveness and minimize the impact on other tasks.

| | |
|---|---|
| **Cost Impact** | $45,000 as a one-time payment in full at the end of the 3 weeks of training. This is not subject to retention as it is not directly related to the product solution. |

**Approvals:**

| Name | Title | Signature | Date Approved |
|---|---|---|---|
| Jeff Kost | AST Project Sponsor | Jeff Kost | 3/18/2019 |
| | | | |

# City of Jacksonville Cloud ERP Project Change Request

**Class Details:**

| Week | Objective | Training Topics |
|---|---|---|
| 1 | Gain understand of OOP principles and basics of web services. Participants will learn to create SOA Hello World and learn hands on basics of the SOA platform. | Java/OOP Introduction Basics, C JDBC, Web Services Intro, SOA I Hello World (BPEL) - create, dep version, partner link, lifecycle, q and use. |
| 2 | Learn common techniques and best practices in developing BPEL process using Oracle SOA 12c | Week 1 Assignment Review, XM Process, XSLT deep Dive, BPEL lc handling, MDS, SOAP , REST ada SOAPUI Testing and monitoring |
| 3 | Learn how to integrate with Cloud ERP and gain hands on experience. | Week 2 Assignment Review, Cre outbound point-to-point interfa Interface |

# 1. SaaS Software Subscription Fees

| Identifier | Deliverable | Est. Due Date | Fees | |
|---|---|---|---|---|
| SAS.01-01 | Year 1:Quarterly Oracle Software Subscription Fee | 03/28/18 | $411,400.40 | Invoiced |
| SAS.01-02 | Year 1:Quarterly Oracle Software Subscription Fee | 06/27/18 | $411,400.40 | Invoiced |
| SAS.01-03 | Year 1:Quarterly Oracle Software Subscription Fee | 09/18/18 | $411,400.40 | Invoiced |
| SAS.01-04 | Year 1:Quarterly Oracle Software Subscription Fee | 12/18/18 | $411,400.40 | Invoiced |
| SAS.02-01 | Year 2:Quarterly Oracle Software Subscription Fee | 03/28/19 | $427,080.25 | |
| SAS.02-02 | Year 2:Quarterly Oracle Software Subscription Fee | 06/28/19 | $427,080.25 | |
| SAS.02-03 | Year 2:Quarterly Oracle Software Subscription Fee | 09/27/19 | $427,080.25 | |
| SAS.02-04 | Year 2:Quarterly Oracle Software Subscription Fee | 12/27/19 | $427,080.25 | |
| SAS.03-01 | Year 3:Quarterly Oracle Software Subscription Fee | 03/27/20 | $427,080.25 | |
| SAS.03-02 | Year 3:Quarterly Oracle Software Subscription Fee | 06/27/20 | $427,080.25 | |
| SAS.02-03 | Year 3:Quarterly Oracle Software Subscription Fee | 09/26/20 | $427,080.25 | |
| SAS.03-04 | Year 3:Quarterly Oracle Software Subscription Fee | 12/26/20 | $427,080.25 | |
| SAS.04-01 | Year 4:Quarterly Oracle Software Subscription Fee | 03/27/21 | $427,080.25 | |
| SAS.04-02 | Year 4:Quarterly Oracle Software Subscription Fee | 06/27/21 | $427,080.25 | |
| SAS.04-03 | Year 4:Quarterly Oracle Software Subscription Fee | 09/26/21 | $427,080.25 | |
| SAS.04-04 | Year 4:Quarterly Oracle Software Subscription Fee | 12/26/21 | $427,080.25 | |
| SAS.05-01 | Year 5:Quarterly Oracle Software Subscription Fee | 03/27/22 | $427,080.25 | |
| SAS.05-02 | Year 5:Quarterly Oracle Software Subscription Fee | 06/27/22 | $427,080.25 | |
| SAS.05-03 | Year 5:Quarterly Oracle Software Subscription Fee | 09/26/22 | $427,080.25 | |
| SAS.05-04 | Year 5:Quarterly Oracle Software Subscription Fee | 12/26/22 | $427,080.25 | |
| SAS.06-01 | Year 6:Quarterly Oracle Software Subscription Fee | 03/27/23 | $444,163.46 | |
| SAS.06-02 | Year 6:Quarterly Oracle Software Subscription Fee | 06/27/23 | $444,163.46 | |
| SAS.06-03 | Year 6:Quarterly Oracle Software Subscription Fee | 09/26/23 | $444,163.46 | |
| SAS.06-04 | Year 6:Quarterly Oracle Software Subscription Fee | 12/26/23 | $444,163.46 | |
| SAS.07-01 | Year 7:Quarterly Oracle Software Subscription Fee | 03/26/24 | $461,930.00 | |
| SAS.07-02 | Year 7:Quarterly Oracle Software Subscription Fee | 06/26/24 | $461,930.00 | |
| SAS.07-03 | Year 7:Quarterly Oracle Software Subscription Fee | 09/25/24 | $461,930.00 | |
| SAS.07-04 | Year 7:Quarterly Oracle Software Subscription Fee | 12/25/24 | $461,930.00 | |
| SAS.08-01 | Year 8:Quarterly Oracle Software Subscription Fee | 03/26/25 | $480,407.20 | |
| SAS.08-02 | Year 8:Quarterly Oracle Software Subscription Fee | 06/26/25 | $480,407.20 | |
| SAS.08-03 | Year 8:Quarterly Oracle Software Subscription Fee | 09/25/25 | $480,407.20 | |
| SAS.08-04 | Year 8:Quarterly Oracle Software Subscription Fee | 12/25/25 | $480,407.20 | |
| | | **Total** | **14,024,888.20** | |

# 2. SaaS Software Fee Details (Renewal Mar 2019 to Mar 2020)

| Part# | Item | Qty | Term | Monthly Unit Price | Extended Price |
|---|---|---|---|---|---|
| B86836 | Oracle Fusion Financials Cloud Service - Hosted Named User | 8,500 | 12 | 0.70 | $71,400.00 |
| B86838 | Oracle Fusion Expenses Cloud Service - Hosted Expense Report | 8,500 | 12 | 0.07 | $7,140.00 |
| B86840 | Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records | 8,500 | 12 | 0.07 | $7,140.00 |
| B86841 | Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee | 8,500 | 12 | 0.07 | $7,140.00 |
| B86843 | Oracle Fusion Purchasing Cloud Service - Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86848 | Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User | 8,500 | 12 | 0.14 | $14,280.00 |
| B86844 | Oracle Fusion Supplier Portal Cloud Service - Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86845 | Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86846 | Oracle Fusion Sourcing Cloud Service - Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86847 | Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86852 | Oracle Fusion Project Management Cloud Service – Hosted Named User | 8,500 | 12 | 0.28 | $28,560.00 |
| B86854 | Oracle Fusion Task Management Cloud Service – Hosted Named User | 8,500 | 12 | 0.14 | $14,280.00 |
| B86850 | Oracle Fusion Project Financials Cloud Service - Hosted Named User | 8,500 | 12 | 0.70 | $71,400.00 |
| B86849 | Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User | 8,500 | 12 | 0.56 | $57,120.00 |
| B86855 | Oracle Fusion Grants Management Cloud Service - Hosted Named User | 8,500 | 12 | 0.35 | $35,700.00 |
| B86853 | Oracle Fusion Project Resource Management Cloud Service – Hosted Named User | 8,500 | 12 | 0.14 | $14,280.00 |
| B69279 | Oracle Fusion Inventory Management Cloud Service – Hosted Named User | 10 | 12 | 24.50 | $2,940.00 |
| B85800 | Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee | 11,000 | 12 | 0.91 | $120,120.00 |
| B86334 | Oracle Payroll Cloud Service for United States - Hosted Employee | 11,000 | 12 | 0.49 | $64,680.00 |
| B75365 | Oracle Fusion Time and Labor Cloud Service - Hosted Named User | 5,000 | 12 | 0.21 | $12,600.00 |
| B84490 | Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each | 7 | 12 | 437.50 | $36,750.00 |
| B81291 | Oracle Fusion Career Development Cloud Service - Hosted Employee | 8,500 | 12 | 0.07 | $7,140.00 |
| B85242 | Oracle Learning Cloud Service - Hosted Named User | 8,500 | 12 | 0.34 | $34,680.00 |
| B87388 | Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee | 8,500 | 12 | 0.44 | $44,880.00 |
| B67293 | Oracle Fusion Performance Management Cloud Service - Hosted Named User | 8,500 | 12 | 0.14 | $14,280.00 |
| B67294 | Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User | 8,500 | 12 | 0.07 | $7,140.00 |
| B67295 | Oracle Fusion Workforce Compensation Cloud Service – Hosted | 8,500 | 12 | 0.21 | $21,420.00 |
| B67291 | Oracle Fusion Goal Management Cloud Service - Hosted Named User | 8,500 | 12 | 0.14 | $14,280.00 |
| B85802 | Oracle Financial Consolidation and Close Cloud Service- Hosted Named User | 25 | 12 | 27.50 | $8,250.00 |
| B88579 | Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B85698 | Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User | 150 | 12 | 17.50 | $31,500.00 |
| B88577 | Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B79785 | Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User | 25 | 12 | 8.40 | $2,520.00 |
| B88576 | Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B86152 | Oracle Profitability and Cost Management Cloud Service – Hosted Named User | 20 | 12 | 35.00 | $8,400.00 |
| B88581 | Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B88490 | Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat | 100 | 12 | 24.38 | $29,250.00 |
| B72237 | Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity | 500 | 12 | 24.38 | $2,688.00 |
| B72234 | Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity | 150 | 12 | 2.31 | $4,158.00 |
| B68251 | Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity | 100 | 12 | 0.08 | $100.80 |
| B82256 | Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month | 500 | 12 | 2.00 | $12,000.00 |

## Attachment C - Software Pay Schedule

| | | | | | |
|---|---|---|---|---|---|
| B78444 | Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month | 100 | 12 | 8.00 | $9,600.00 |
| B86967 | Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month | 100 | 12 | 6.40 | $7,680.00 |
| B79885 | Oracle Field Service Core Managed Cloud Services Hosted Named User | 50 | 12 | 2.40 | $1,440.00 |
| B79887 | Oracle Field Service Mobility Cloud Service Hosted Named User | 50 | 12 | 2.00 | $1,200.00 |
| B79889 | Oracle Field Service Routing Cloud Service Hosted Named User | 50 | 12 | 2.00 | $1,200.00 |
| B79893 | Oracle Field Service Customer Communication Cloud Service - Hosted Named User | 50 | 12 | 1.60 | $960.00 |
| B70790 | Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment | 1 | 12 | 250.00 | $3,000.00 |
| B88386 | Oracle Social Cloud, Standard – Production Environment | 1 | 12 | 52.00 | $624.00 |
| B88386 | Oracle Social Cloud, Basic -Production Environment | 1 | 12 | | |
| B88389 | Oracle Social Cloud, Standard – Message Data – 1,000 Messages | 500 | 12 | 0.17 | $1,000.00 |
| B87365 | Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud | 1 | 12 | 583.33 | $7,000.00 |
| B88801 | Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR | 1,488 | 12 | 0.49 | $8,726.92 |
| B88809 | Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 1,488 | 12 | 0.85 | $15,149.93 |
| B88833 | Oracle Data Integration Platform Cloud - Enterprise - Government - Gigabyte of Data Processed Per Hour | 4,464 | 12 | 1.36 | $72,720.76 |
| B88788 | Oracle Cloud Infrastructure - Block Storage Classic - Government - Gigabyte Storage Capacity per Month | 1,024 | 12 | 0.0215 | $263.73 |
| B88786 | Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government | 7,440 | 12 | 0.0034 | $306.59 |
| B88785 | Oracle Cloud Infrastructure - Load Balancer Classic - Government | 744 | 12 | 0.0108 | $96.03 |
| B88796 | Oracle Cloud Infrastructure - Object Storage Classic - Government - Greater than 1 TB per month | 1,024 | 12 | 0.014 | $172.03 |
| B88807 | Oracle Database Backup Service - Storage Capacity - Government | 1,024 | 12 | 0.015 | $184.32 |
| B88801 | Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR | 4,464 | 12 | 0.00 | $0.00 |
| B90285 | Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour | 7,440 | 12 | 2.3952 | $213,842.22 |
| B90560 | Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 9,672 | 12 | 0.998 | $115,829.48 |
| B88809 | Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 744 | 12 | 0.9682 | $8,643.73 |
| B90022 | Oracle SOA Suite Cloud Servic | 5,952 | 12 | 0.5749 | $41,059.74 |
| B89428 | Oracle Cloud Infrastructure - Load Balancer - 400 Mbs - Government | 1,488 | 12 | 0.0505 | $901.55 |
| B89435 | Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month | 10,240 | 12 | 0.0252 | $3,102.11 |
| B89436 | Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month | 12,288 | 12 | 0.002 | $297.80 |
| B89437 | Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month | 34,816 | 12 | 0.0151 | $6,328.30 |
| B89432 | Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month | 3,072 | 12 | 0.0000 | $0.00 |
| B89418 | Oracle Identity Cloud Service - Basic - Government | 391,344 | 12 | 0.0012 | $5,736.53 |
| B88832 | Oracle Identity Cloud Service - Standard - Government | 977,616 | 12 | 0.0060 | $70,153.72 |
| B89418 | Oracle Identity Cloud Service - Basic - Government (Required for Prereq to B8832) | 34,968 | 12 | 0.0012 | $522.42 |
| B88832 | Oracle Identity Cloud Service - Standard - Government | 34,968 | 12 | 0.0060 | $2,517.70 |
| B89328 | Oracle Identity Cloud Service - Standard - Consumer User - Government | 114,576 | 12 | 0.0008 | $1,031.18 |
| B89328 | Oracle Identity Cloud Service - Standard - Consumer User - Government | 1,488 | 12 | 0.0008 | $13.39 |
| | | | | **Total** | **$1,708,320.99** |

**Oracle SaaS Ordering Document**
1st Year Renewal Analysis

| Part# | Type | storage | Qty | Term | Monthly Unit Price | Extended Price | Reason |
|---|---|---|---|---|---|---|---|
| | | | | ERP Licenses | | | |
| B67291 | ERP | Oracle Fusion Goal Management Cloud Service - Hosted Named User | 8,500 | 12 | $0.14 | $14,280.00 | |
| B67293 | ERP | Oracle Fusion Performance Management Cloud Service - Hosted Named User | 8,500 | 12 | $0.14 | $14,280.00 | |
| B67294 | ERP | Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User | 8,500 | 12 | $0.07 | $7,140.00 | |
| B67295 | ERP | Oracle Fusion Workforce Compensation Cloud Service – Hosted | 8,500 | 12 | $0.21 | $21,420.00 | |
| B69279 | ERP | Oracle Fusion Inventory Management Cloud Service – Hosted Named User | 10 | 12 | $24.50 | $2,940.00 | This item part # was corrected |
| B75365 | ERP | Oracle Fusion Time and Labor Cloud Service - Hosted Named User | 5,000 | 12 | $0.21 | $12,600.00 | |
| B79785 | ERP | Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User | 25 | 12 | $8.40 | $2,520.00 | |
| B81291 | ERP | Oracle Fusion Career Development Cloud Service - Hosted Employee | 8,500 | 12 | $0.07 | $7,140.00 | |
| B84490 | ERP | Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each | 7 | 12 | $437.50 | $36,750.00 | Added 3 new test environments to provide flexibility and reduce risk during the implementation of the 1Cloud system. |
| B85242 | ERP | Oracle Learning Cloud Service - Hosted Named User | 8,500 | 12 | $0.34 | $34,680.00 | |
| B85698 | ERP | Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User | 150 | 12 | $17.50 | $31,500.00 | |
| B85800 | ERP | Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee | 11,000 | 12 | $0.91 | $120,120.00 | |
| B85802 | ERP | Oracle Financial Consolidation and Close Cloud Service- Hosted Named User | 25 | 12 | $27.50 | $8,250.00 | |
| B86152 | ERP | Oracle Profitability and Cost Management Cloud Service – Hosted Named User | 20 | 12 | $35.00 | $8,400.00 | |
| B86334 | ERP | Oracle Payroll Cloud Service for United States - Hosted Employee | 11,000 | 12 | $0.49 | $64,680.00 | |
| B86836 | ERP | Oracle Fusion Financials Cloud Service - Hosted Named User | 8,500 | 12 | $0.70 | $71,400.00 | |
| B86838 | ERP | Oracle Fusion Expenses Cloud Service - Hosted Expense Report | 8,500 | 12 | $0.07 | $7,140.00 | |
| B86840 | ERP | Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records | 8,500 | 12 | $0.07 | $7,140.00 | |
| B86841 | ERP | Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee | 8,500 | 12 | $0.07 | $7,140.00 | |
| B86843 | ERP | Oracle Fusion Purchasing Cloud Service - Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86844 | ERP | Oracle Fusion Supplier Portal Cloud Service - Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86845 | ERP | Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86846 | ERP | Oracle Fusion Sourcing Cloud Service - Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86847 | ERP | Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86848 | ERP | Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User | 8,500 | 12 | $0.14 | $14,280.00 | |
| B86849 | ERP | Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User | 8,500 | 12 | $0.56 | $57,120.00 | |
| B86850 | ERP | Oracle Fusion Project Financials Cloud Service - Hosted Named User | 8,500 | 12 | $0.70 | $71,400.00 | |
| B86852 | ERP | Oracle Fusion Project Management Cloud Service – Hosted Named User | 8,500 | 12 | $0.28 | $28,560.00 | |
| B86853 | ERP | Oracle Fusion Project Resource Management Cloud Service – Hosted Named User | 8,500 | 12 | $0.14 | $14,280.00 | |
| B86854 | ERP | Oracle Fusion Task Management Cloud Service – Hosted Named User | 8,500 | 12 | $0.14 | $14,280.00 | |
| B86855 | ERP | Oracle Fusion Grants Management Cloud Service - Hosted Named User | 8,500 | 12 | $0.35 | $35,700.00 | |
| B87365 | ERP | Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud | 1 | 12 | $583.33 | $7,000.00 | |
| B87388 | ERP | Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee | 8,500 | 12 | $0.44 | $44,880.00 | |
| B88576 | ERP | Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment | 1 | 12 | $275.00 | $3,300.00 | |
| B88577 | ERP | Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment | 1 | 12 | $275.00 | $3,300.00 | |
| B88579 | ERP | Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment | 1 | 12 | $275.00 | $3,300.00 | |
| B88581 | ERP | Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment | 1 | 12 | $275.00 | $3,300.00 | |
| | | **Sub Total ERP Licenses** | | | | **$1,065,820.00** | |
| | | | | IDCS and PaaS/IaaS Licenses | | | |
| B88832 | IDCS | Oracle Identity Cloud Service - Standard - Government | 977,616 | 12 | $0.01 | $70,153.72 | New Part# Replaces B86144 - Production Environment for IDCS |
| B88832 | IDCS | Oracle Identity Cloud Service - Standard - Government | 34,968 | 12 | $0.01 | $2,517.70 | New Part# Replaces B86141 - Non Production IDCS |
| B89328 | IDCS | Oracle Identity Cloud Service - Standard - Consumer User - Government | 114,576 | 12 | $0.0008 | $1,031.18 | New Part# Replaces B86142 - Production Environment for IDCS Retirees |
| B89328 | IDCS | Oracle Identity Cloud Service - Standard - Consumer User - Government | 1,488 | 12 | $0.0008 | $13.39 | New Part# Replaces B86142 - Retiree Non Production IDCS |
| B89418 | IDCS | Oracle Identity Cloud Service - Basic - Government | 391,344 | 12 | $0.0012 | $5,736.53 | New Part# Replaces B86141 - Production Environment for IDCS |
| B89418 | IDCS | Oracle Identity Cloud Service - Basic - Government (Required for Prereq to B8832) | 34,968 | 12 | $0.0012 | $522.42 | New Part# Replaces B86141 - Non Production IDCS |
| B88785 | PaaS/IaaS | Oracle Cloud Infrastructure - Load Balancer Classic - Government | 744 | 12 | $0.01 | $96.03 | New Part# added due to product configuration changes by Oracle - DIPC |
| B88786 | PaaS/IaaS | Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government | 7,440 | 12 | $0.00 | $306.59 | New Part# added due to product configuration changes by Oracle - DIPC |
| B88788 | PaaS/IaaS | Oracle Cloud Infrastructure - Block Storage Classic - Government - Gigabyte Storage Capacity per Month | 1,024 | 12 | $0.02 | $263.73 | Same however, quantity is reduced to minimal footprint to support DIPC DB Cloud = 1TB |
| B88796 | PaaS/IaaS | Oracle Cloud Infrastructure - Object Storage Classic - Government - Greater than 1 TB per month | 1,024 | 12 | $0.01 | $172.03 | Same however, quantity is reduced to minimal footprint to support DIPC DB Cloud |

**Oracle SaaS Ordering Document**
1st Year Renewal Analysis

| Part# | Type | storage | Qty | Term | Monthly Unit Price | Extended Price | Reason |
|---|---|---|---|---|---|---|---|
| B88801 | PaaS/IaaS | Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR | 1,488 | 12 | $0.49 | $8,726.92 | |
| B88801 | PaaS/IaaS | Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR | 4,464 | 12 | $0.0000 | $0.00 | New Part# Replaces B83555 - Not cost during full term of contract to support SOA Cloud |
| B88807 | PaaS/IaaS | Oracle Database Backup Service - Storage Capacity - Government | 1,024 | 12 | $0.02 | $184.32 | New Part# Replaces B83543 |
| B88809 | PaaS/IaaS | Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 1,488 | 12 | $0.85 | $15,149.93 | Same however, changes from OCI Classic Domain to OCI Domain and price reduces |
| B88809 | PaaS/IaaS | Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 744 | 12 | $0.97 | $8,643.73 | New Part# Replaces B83554 |
| B88833 | PaaS/IaaS | Oracle Data Integration Platform Cloud - Enterprise - Government - Gigabyte of Data Processed Per Hour | 4,464 | 12 | $1.36 | $72,720.76 | |
| B89428 | PaaS/IaaS | Oracle Cloud Infrastructure - Load Balancer - 400 Mbs - Government | 1,488 | 12 | $0.05 | $901.55 | New Part# added due to product configuration changes by Oracle - Autonomous Analytics Cloud |
| B89432 | PaaS/IaaS | Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month | 3,072 | 12 | $0.00 | $0.00 | New Part# added due to product configuration changes by Oracle - Autonomous Analytics Cloud |
| B89435 | PaaS/IaaS | Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month | 10,240 | 12 | $0.03 | $3,102.11 | New Part# added to Supports SOA and Analytics for total of 10TB |
| B89436 | PaaS/IaaS | Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month | 12,288 | 12 | $0.00 | $297.80 | New Part# added to support Inbound/Outbound requests |
| B89437 | PaaS/IaaS | Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month | 34,816 | 12 | $0.02 | $6,328.30 | New Part# added to support Object Storage and DataBase back up storage increase from 12TB to 24TB |
| B90022 | PaaS/IaaS | Oracle SOA Suite Cloud Service | 5,952 | 12 | $0.57 | $41,059.74 | New Part# Replaces B85285 |
| B90285 | PaaS/IaaS | Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour | 7,440 | 12 | $2.40 | $213,842.22 | New Part# Replaces B88797 |
| B90560 | PaaS/IaaS | Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour | 9,672 | 12 | $1.00 | $115,829.48 | New Part# Replaces B83554 |
| | | **Sub Total PaaS/IaaS Licenses** | | | | **$567,600.19** | |
| | | | | **CX-CRM Licenses** | | | |
| B68251 | CX | Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity | 1,200 | 12 | $0.01 | $100.80 | New Part# Replaces B68548 - Changed to a pooled license strategy provide flexibility in service increases while maintaining the most cost effective approach for the City |
| B70790 | CX | Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment | 1 | 12 | $250.00 | $3,000.00 | Same as original Ordering Document |
| B72234 | CX | Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity | 1,800 | 12 | $0.19 | $4,158.00 | New Part# Replaces B72234 - Changed to a pooled license strategy provide flexibility in service increases while maintaining the most cost effective approach for the City |
| B72237 | CX | Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity | 6,000 | 12 | $0.04 | $2,688.00 | New Part# Replaces B72236 - Changed to a pooled license strategy to provide flexibility in service increases while maintaining the most cost effective approach for the City |
| B78444 | CX | Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month | 1,200 | 12 | $8.00 | $9,600.00 | New Part# Replaces B78422 - Changed to a Hosted Named Seat Month license strategy to provide flexibility in service increases while maintaining the most cost effective approach for the City |
| B79885 | CX | Oracle Field Service Core Managed Cloud Services Hosted Named User | 50 | 12 | $2.40 | $1,440.00 | |
| B79887 | CX | Oracle Field Service Mobility Cloud Service Hosted Named User | 50 | 12 | $2.00 | $1,200.00 | |
| B79889 | CX | Oracle Field Service Routing Cloud Service Hosted Named User | 50 | 12 | $2.00 | $1,200.00 | |
| B79893 | CX | Oracle Field Service Customer Communication Cloud Service - Hosted Named User | 50 | 12 | $1.60 | $960.00 | |
| B82256 | CX | Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month | 6,012 | 12 | $0.17 | $12,000.00 | New Part# Replaces B82255 - Licensing increased to prepare for go-live of the new system |
| B86967 | CX | Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month | 1,200 | 12 | $6.40 | $7,680.00 | New Part# Replaces B86965 - Changed to a Hosted Named Seat Month license strategy to provide flexibility in service increases while maintaining the most cost effective approach for the City - Licensing increased to prepare for go-live of the new system |
| B88386 | CX | Oracle Social Cloud, Standard – Production Environment | 1 | 12 | $52.00 | $624.00 | |
| B88389 | CX | Oracle Social Cloud, Standard – Message Data – 1,000 Messages | 500 | 12 | $0.17 | $1,000.00 | Licensing increased to prepare for go-live of the new system |
| B88490 | CX | Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat | 1,200 | 12 | $2.03 | $29,250.00 | New Part# Replaces B88488 - Licensing increased to prepare for go-live of the new system |
| | | **Sub Total CX-CRM Licenses** | | | | **$74,900.80** | |
| | | **Total All Licenses** | | | | **$1,708,320.99** | **Annually** |
| | | | | | | **$427,080.25** | **Quarterly** |

Exhibit B

Implementation Services Deliverble Payment Schedule

| DEL # | Deliverable Description | Estimated Due Date | Fees | | |
|---|---|---|---|---|---|
| | | | Invoice | Retainage | Net Due |
| | **Phase 1 - Financials, Procurement and PPM** | | | | |
| P1.01 | Project Mobilization | 04/02/18 | $352,700 | $35,270 | $317,430 |
| P1.02 | Project Kickoff | 04/03/18 | $264,500 | $26,450 | $238,050 |
| P1.03 | Project Charter | 04/26/18 | $264,500 | $26,450 | $238,050 |
| P1.04 | Project Plan Created | 04/16/18 | $264,500 | $26,450 | $238,050 |
| P1.05 | Change Management Strategy Established | 05/04/18 | $264,500 | $26,450 | $238,050 |
| P1.06 | Preliminary Business Flows Established | 06/28/18 | $440,800 | $44,080 | $396,720 |
| P1.07 | Data Migration and Interface Strategy Established | 04/27/18 | $264,500 | $26,450 | $238,050 |
| P1.08 | High Level Reporting Strategy Established | 04/27/18 | $264,500 | $26,450 | $238,050 |
| P1.09 | Change Management and Communications Plan Established | 05/25/18 | $264,500 | $26,450 | $238,050 |
| P1.10 | Sprint 1 Completed | 09/25/18 | $529,000 | $52,900 | $476,100 |
| P1.11 | Interface Design Completed | 10/19/18 | $529,000 | $52,900 | $476,100 |
| P1.12 | Data Conversion Design Completed | 10/19/18 | $529,000 | $52,900 | $476,100 |
| P1.13 | Fit-Gap Completed | 11/09/18 | $440,800 | $44,080 | $396,720 |
| P1.14 | Sprint 2 Completed | 11/20/18 | $617,200 | $61,720 | $555,480 |
| P1.15 | Application Security Strategy Document Prepared | 01/24/19 | $264,500 | $26,450 | $238,050 |
| P1.16 | Testing Strategy and Plan | 12/13/18 | $264,500 | $26,450 | $238,050 |
| P1.17 | Test Scripts Prepared | 01/10/19 | $352,700 | $35,270 | $317,430 |
| P1.18 | System Integration Testing Complete | 04/15/19 | $617,200 | $61,720 | $555,480 |
| P1.19 | User Acceptance Complete | 08/07/19 | $617,200 | $61,720 | $555,480 |
| P1.20 | Training Materials Prepared | 08/20/19 | $176,300 | $17,630 | $158,670 |
| P1.21 | Training Plan Created (Phase 1 and 1a) | 08/20/19 | $176,300 | $17,630 | $158,670 |
| P1.22 | Train the Trainer Training Completed | 09/04/19 | $176,300 | $17,630 | $158,670 |
| P1.23 | Go Live on Oracle Applications | 10/01/19 | $529,000 | $52,900 | $476,100 |
| P1.24 | PHASE I Support Complete | 12/30/19 | $352,850 | $35,285 | $317,565 |
| | Phase 1 Retainage Release | 01/17/20 | | | $881,685 |
| | **Phase 1 - Total** | | **8,816,850** | **881,685** | **8,816,850** |
| | **Phase 1A: Financials Close and Consolidations** | | | | |
| P1a.01 | Project Kickoff | 10/05/18 | $38,600 | $3,860 | $34,740 |
| P1a.02 | Project Plan Updated | 10/09/18 | $38,600 | $3,860 | $34,740 |
| P1a.03 | Preliminary Business Flows Established | 12/12/18 | $46,400 | $4,640 | $41,760 |
| P1a.04 | Sprint 1 Completed | 03/01/19 | $61,800 | $6,180 | $55,620 |
| P1a.05 | Fit-Gap Completed | 05/07/19 | $54,100 | $5,410 | $48,690 |
| P1a.06 | Sprint 2 Completed | 05/09/19 | $77,300 | $7,730 | $69,570 |
| P1a.07 | Testing Strategy and Plan | 05/17/19 | $38,600 | $3,860 | $34,740 |
| P1a.08 | Test Scripts Prepared | 05/30/19 | $54,100 | $5,410 | $48,690 |
| P1a.09 | System Integration Testing Complete | 06/27/19 | $77,300 | $7,730 | $69,570 |
| P1a.10 | User Acceptance Complete | 07/23/19 | $77,300 | $7,730 | $69,570 |
| P1a.11 | Training Materials Prepared | 08/20/19 | $23,200 | $2,320 | $20,880 |
| P1a.12 | Train the Trainer Training Completed | 09/18/19 | $15,500 | $1,550 | $13,950 |
| P1a.13 | Go Live on Oracle Applications | 10/01/19 | $46,400 | $4,640 | $41,760 |
| P1a.14 | PHASE Ia Support Complete | 10/31/19 | $31,200 | $3,120 | $28,080 |
| | Phase 1a Retainage Release | 11/15/19 | | | $68,040 |
| | **Phase 1a - Total** | | **680,400** | **68,040** | **680,400** |
| | **Phase 2: HCM/Payroll** | | | | |
| P2.01 | Project Kickoff | 12/04/18 | $314,500 | $31,450 | $283,050 |
| P2.02 | Project Plan Updated | 12/17/18 | $314,500 | $31,450 | $283,050 |
| P2.03 | Preliminary Business Flows Established | 02/22/19 | $377,400 | $37,740 | $339,660 |
| P2.04 | Sprint 1 Completed | 05/03/19 | $503,200 | $50,320 | $452,880 |
| P2.05 | Interface Design Completed | 06/10/19 | $314,500 | $31,450 | $283,050 |

| | | | | | |
|---|---|---|---|---|---|
| P2.06 | Data Conversion Design Completed | 06/10/19 | $440,300 | $44,030 | $396,270 |
| P2.07 | Fit-Gap Completed | 06/24/19 | $440,300 | $44,030 | $396,270 |
| P2.08 | Sprint 2 Completed | 07/02/19 | $566,000 | $56,600 | $509,400 |
| P2.09 | Testing Strategy and Plan | 07/24/19 | $314,500 | $31,450 | $283,050 |
| P2.10 | Test Scripts Prepared | 08/28/19 | $440,300 | $44,030 | $396,270 |
| P2.11 | System Integration Testing Complete | 10/23/19 | $566,000 | $56,600 | $509,400 |
| P2.12 | User Acceptance Complete | 01/31/20 | $566,000 | $56,600 | $509,400 |
| P2.13 | Training Materials Prepared | 02/20/20 | $188,700 | $18,870 | $169,830 |
| P2.14 | Training Plan Created | 02/20/20 | $188,700 | $18,870 | $169,830 |
| P2.15 | Train the Trainer Training Completed | 03/16/20 | $125,800 | $12,580 | $113,220 |
| P2.16 | Go Live on Oracle Applications | 04/01/20 | $377,400 | $37,740 | $339,660 |
| P2.17 | PHASE 2 Support Complete | 06/30/20 | $251,820 | $25,182 | $226,638 |
| | Phase 2 Retainage Release | 07/17/20 | | | $628,992 |
| | **Phase 2 - Total** | | **6,289,920** | **628,992** | **6,289,920** |
| | **Phase 3: Budgeting** | | | | |
| P3.01 | Project Kickoff | 03/07/19 | $98,300 | $9,830 | $88,470 |
| P3.02 | Project Plan Updated | 03/11/19 | $98,300 | $9,830 | $88,470 |
| P3.03 | Preliminary Business Flows Established | 05/01/19 | $117,900 | $11,790 | $106,110 |
| P3.04 | Sprint 1 Completed | 08/02/19 | $157,200 | $15,720 | $141,480 |
| P3.05 | Interface Design Completed | 08/22/19 | $98,300 | $9,830 | $88,470 |
| P3.06 | Data Conversion Design Completed | 08/27/19 | $137,600 | $13,760 | $123,840 |
| P3.07 | Fit-Gap Completed | 10/01/19 | $137,600 | $13,760 | $123,840 |
| P3.08 | Sprint 2 Completed | 10/03/19 | $176,900 | $17,690 | $159,210 |
| P3.09 | Testing Strategy and Plan | 10/11/19 | $98,300 | $9,830 | $88,470 |
| P3.10 | Test Scripts Prepared | 10/23/19 | $137,600 | $13,760 | $123,840 |
| P3.11 | System Integration Testing Complete | 11/21/19 | $176,900 | $17,690 | $159,210 |
| P3.12 | User Acceptance Complete | 12/18/19 | $176,900 | $17,690 | $159,210 |
| P3.13 | Training Materials Prepared | 01/16/20 | $59,000 | $5,900 | $53,100 |
| P3.14 | Training Plan Created | 01/16/20 | $59,000 | $5,900 | $53,100 |
| P3.15 | Train the Trainer Training Completed | 02/14/20 | $39,300 | $3,930 | $35,370 |
| P3.16 | Go Live on Oracle Applications | 03/02/20 | $117,900 | $11,790 | $106,110 |
| P3.17 | PHASE 3 Support Complete | 03/31/20 | $78,600 | $7,860 | $70,740 |
| | Phase 3 Retainage Release | 04/17/20 | | | $196,560 |
| | **Phase 3 - Total** | | **1,965,600** | **196,560** | **1,965,600** |
| | **Phase 4: Advanced HCM** | | | | |
| P4.01 | Project Kickoff | 05/06/20 | $75,100 | $7,510 | $67,590 |
| P4.02 | Project Plan Updated | 05/06/20 | $75,100 | $7,510 | $67,590 |
| P4.03 | Preliminary Business Flows Established | 06/08/20 | $75,100 | $7,510 | $67,590 |
| P4.04 | Sprint 1 Completed | 07/17/20 | $100,100 | $10,010 | $90,090 |
| P4.05 | Interface Design Completed | 07/30/20 | $62,600 | $6,260 | $56,340 |
| P4.06 | Data Conversion Design Completed | 07/30/20 | $87,600 | $8,760 | $78,840 |
| P4.07 | Fit-Gap Completed | 08/12/20 | $87,600 | $8,760 | $78,840 |
| P4.08 | Sprint 2 Completed | 08/12/20 | $112,600 | $11,260 | $101,340 |
| P4.09 | Testing Strategy and Plan | 08/20/20 | $62,600 | $6,260 | $56,340 |
| P4.10 | Test Scripts Prepared | 08/26/20 | $87,600 | $8,760 | $78,840 |
| P4.11 | User Acceptance Complete | 10/07/20 | $112,600 | $11,260 | $101,340 |
| P4.12 | Training Materials Prepared | 10/07/20 | $112,600 | $11,260 | $101,340 |
| P4.13 | Training Plan Created | 10/07/20 | $37,500 | $3,750 | $33,750 |
| P4.14 | Train the Trainer Training Completed | 10/19/20 | $37,500 | $3,750 | $33,750 |
| P4.15 | Go Live on Oracle Applications | 11/02/20 | $75,100 | $7,510 | $67,590 |
| P4.16 | PHASE 4 Support Complete | 11/30/20 | $49,880 | $4,988 | $44,892 |
| | Phase 4 Retainage Release | 12/18/20 | | | $125,118 |

| | | | | | |
|---|---|---|---|---|---|
| | **Phase 4 - Total** | | **1,251,180** | **125,118** | **1,251,180** |
| | **Data Warehousing** | | | | |
| DW1.01 | DW1.1 Phase 1 Data Warehouse Kickoff | 09/10/18 | $69,900 | $6,990 | $62,910 |
| DW1.02 | DW1.2 Data Warehouse Strategy and Approach Established | 10/08/18 | $93,100 | $9,310 | $83,790 |
| DW1.03 | DW1.3 Phase 1 High-Level Data Warehouse Design Completed | 12/20/18 | $97,800 | $9,780 | $88,020 |
| DW1.04 | DW1.4 Financials and Inventory Subject Area Built | 03/11/19 | $81,500 | $8,150 | $73,350 |
| DW1.05 | DW1.5 Financials and Inventory ETL Programs Developed | 06/03/19 | $100,100 | $10,010 | $90,090 |
| DW1.06 | DW1.6 Financials and Procurement Reporting | 08/06/19 | $69,900 | $6,990 | $62,910 |
| DW1.07 | DW1.7 System Integration Testing Completed | 08/27/19 | $51,200 | $5,120 | $46,080 |
| DW1.08 | DW1.8 End User Training Delivered | 09/18/19 | $41,900 | $4,190 | $37,710 |
| DW1.09 | DW1.9 Go Live | 10/04/19 | $46,600 | $4,660 | $41,940 |
| DW2.01 | DW2.1 Phase 2 Data Warehouse Kickoff | 07/12/19 | $69,900 | $6,990 | $62,910 |
| DW2.02 | DW2.2 Phase 2 High-Level Data Warehouse Design Completed | 09/16/19 | $97,800 | $9,780 | $88,020 |
| DW2.03 | DW2.3 Human Resources Subject Area Built | 11/13/19 | $81,500 | $8,150 | $73,350 |
| DW2.04 | DW2.4 Human Resources ETL Programs Developed | 01/16/20 | $100,100 | $10,010 | $90,090 |
| DW2.05 | DW2.5 Human Resources Reporting | 02/18/20 | $69,900 | $6,990 | $62,910 |
| DW2.06 | DW2.6 System Integration Testing Completed | 03/04/20 | $51,200 | $5,120 | $46,080 |
| DW2.07 | DW2.7 End User Training Delivered | 03/23/20 | $41,900 | $4,190 | $37,710 |
| DW2.08 | DW2.8 Go Live | 04/03/20 | $46,600 | $4,660 | $41,940 |
| DW3.01 | DW3.1 Phase 3 Data Warehouse Kickoff | 08/30/19 | $69,900 | $6,990 | $62,910 |
| DW3.02 | DW3.2 Phase 3 High-Level Data Warehouse Design Completed | 10/14/19 | $97,800 | $9,780 | $88,020 |
| DW3.03 | DW3.3 Budget Subject Area Built | 11/05/19 | $81,500 | $8,150 | $73,350 |
| DW3.04 | DW3.4 Budget ETL Programs Developed | 02/06/20 | $100,100 | $10,010 | $90,090 |
| DW3.05 | DW3.5 Budget Reporting | 03/10/20 | $69,900 | $6,990 | $62,910 |
| DW3.06 | DW3.6 System Integration Testing Completed | 03/20/20 | $51,200 | $5,120 | $46,080 |
| DW3.07 | DW3.7 End User Training Delivered | 04/03/20 | $41,900 | $4,190 | $37,710 |
| DW3.08 | DW3.8 Go Live | 04/03/20 | $46,600 | $4,660 | $41,940 |
| DW4.01 | DW4.1 Phase 4 Data Warehouse Kickoff | 03/06/20 | $69,900 | $6,990 | $62,910 |
| DW4.02 | DW4.2 Phase 4 High-Level Data Warehouse Design Completed | 05/01/20 | $97,800 | $9,780 | $88,020 |
| DW4.03 | DW4.3 Advanced HR Subject Area Built | 05/20/20 | $81,500 | $8,150 | $73,350 |
| DW4.04 | DW4.4 Advanced HR ETL Programs Developed | 08/03/20 | $100,100 | $10,010 | $90,090 |
| DW4.05 | DW4.5 Advanced HR Reporting | 09/03/20 | $69,900 | $6,990 | $62,910 |
| DW4.06 | DW4.6 System Integration Testing Completed | 09/21/20 | $51,200 | $5,120 | $46,080 |
| DW4.07 | DW4.7 End User Training Delivered | 09/28/20 | $41,900 | $4,190 | $37,710 |
| DW4.08 | DW4.8 Go Live | 10/02/20 | $46,380 | $4,638 | $41,742 |
| | Data Warehousing Retainage Release | 10/16/20 | | | $232,848 |
| | **Data Warehousing - Total** | | **2,328,480** | **232,848** | **2,328,480** |
| | **Services Oriented Architecture (SOA)** | | | | |
| SOA1.01 | Interface Development Plan Created | 07/13/18 | $62,300 | $6,230 | $56,070 |
| SOA1.02 | Interface Specification Document Created | 08/10/18 | $74,800 | $7,480 | $67,320 |
| SOA1.03 | Interfaces and Platform Solution Design Completed | 10/02/18 | $94,600 | $9,460 | $85,140 |
| SOA1.04 | Develop Interfaces | 12/20/18 | $108,100 | $10,810 | $97,290 |
| SOA1.05 | Test Strategy and Plan Updated | 10/05/18 | $67,500 | $6,750 | $60,750 |
| SOA1.06 | Test Scripts Prepared | 01/07/19 | $67,500 | $6,750 | $60,750 |
| SOA1.07 | System Integration Testing Completed | 04/22/19 | $40,500 | $4,050 | $36,450 |
| SOA1.08 | Deployment Plan and Support | 06/27/19 | $40,500 | $4,050 | $36,450 |
| SOA1.09 | Go-Live of interfaces with ERP Phase 1 | 07/07/19 | $67,500 | $6,750 | $60,750 |
| SOA1.10 | Project Post Production Support | 10/31/19 | $62,500 | $6,250 | $56,250 |
| SOA2.01 | Interface Development Plan Created | 12/21/18 | $37,400 | $3,740 | $33,660 |
| SOA2.02 | Interface Specification Document Created | 01/25/19 | $37,400 | $3,740 | $33,660 |
| SOA2.03 | Interfaces and Platform Solution Design Completed | 03/19/19 | $37,400 | $3,740 | $33,660 |
| SOA2.04 | Develop Interfaces | 09/09/19 | $74,800 | $7,480 | $67,320 |

| | | | | | |
|---|---|---|---|---|---|
| SOA2.05 | Test Strategy and Plan Updated | 10/07/19 | $29,300 | $2,930 | $26,370 |
| SOA2.06 | Test Scripts Prepared | 12/11/19 | $44,000 | $4,400 | $39,600 |
| SOA2.07 | System Integration Testing Completed | 02/04/20 | $44,000 | $4,400 | $39,600 |
| SOA2.08 | Deployment Plan and Support | 02/25/20 | $44,000 | $4,400 | $39,600 |
| SOA2.09 | Go-Live of interfaces with ERP Phase 2 | 03/03/20 | $44,000 | $4,400 | $39,600 |
| SOA2.10 | Project Post Production Support | 07/07/20 | $44,100 | $4,410 | $39,690 |
| SOA3.01 | System Integration Testing Completed | 12/10/19 | $24,900 | $2,490 | $22,410 |
| SOA3.02 | Go-Live of Interfaces with ERP Phase 3 | 02/07/20 | $12,500 | $1,250 | $11,250 |
| SOA3.03 | Project Post Production Support | 03/06/20 | $12,500 | $1,250 | $11,250 |
| SOA4.01 | System Integration Testing Completed | 08/28/20 | $37,400 | $3,740 | $33,660 |
| SOA4.02 | Go-Live of Interfaces with ERP Phase 4 | 10/22/20 | $12,500 | $1,250 | $11,250 |
| SOA4.03 | Project Post Production Support | 12/17/20 | $24,880 | $2,488 | $22,392 |
| | SOA Retainage Release | 12/31/20 | | | $124,688 |
| | **SOA - Total** | | **1,246,880** | **124,688** | **1,246,880** |
| | **Identity Management - IDM** | | | | |
| IDM1.01 | Cloud Security Implementation Plan | 8/24/2018 | $24,200 | $2,420 | $21,780 |
| IDM1.02 | Cloud Security Platform Requirements Specification | 09/21/18 | $48,400 | $4,840 | $43,560 |
| IDM1.03 | Cloud Security Platform Solution Design Document | 09/28/18 | $48,400 | $4,840 | $43,560 |
| IDM1.04 | IDCS Dev/Test Environment - Deployed | 11/01/18 | $48,400 | $4,840 | $43,560 |
| IDM1.05 | Test Strategy and Plan prepared | 11/15/18 | $24,200 | $2,420 | $21,780 |
| IDM1.06 | Test Scripts Prepared | 11/15/18 | $24,200 | $2,420 | $21,780 |
| IDM1.07 | System Integration Testing Completed | 11/27/18 | $24,200 | $2,420 | $21,780 |
| IDM1.08 | End User Training Delivered | 06/06/19 | $24,200 | $2,420 | $21,780 |
| IDM1.09 | Deployment Plan and Support | 03/08/19 | $24,200 | $2,420 | $21,780 |
| IDM1.10 | Go-Live of Cloud Security Platform with ERP Phase 1 | 07/31/19 | $48,400 | $4,840 | $43,560 |
| IDM1.11 | Project Post Production Support | 10/31/19 | $28,918 | $2,892 | $26,027 |
| IDM2.01 | System Integration Testing Completed | 03/16/20 | $14,500 | $1,450 | $13,050 |
| IDM2.02 | Go-Live of Cloud Security Platform with ERP Phase 2 | 03/27/20 | $14,500 | $1,450 | $13,050 |
| IDM2.03 | Project Post Production Support | 06/26/20 | $9,707 | $971 | $8,736 |
| IDM3.01 | System Integration Testing Completed | 04/24/20 | $14,500 | $1,450 | $13,050 |
| IDM3.02 | Go-Live of Cloud Security Platform with ERP Phase 3 | 03/27/20 | $14,500 | $1,450 | $13,050 |
| IDM3.03 | Project Post Production Support | 03/16/20 | $9,707 | $971 | $8,736 |
| IDM4.01 | System Integration Testing Completed | 09/25/20 | $14,500 | $1,450 | $13,050 |
| IDM4.02 | Go-Live of Cloud Security Platform with ERP Phase 4 | 10/08/20 | $14,500 | $1,450 | $13,050 |
| IDM4.03 | Project Post Production Support | 11/05/20 | $9,707 | $971 | $8,736 |
| | IDM Retainage Release | 11/20/20 | | | $48,384 |
| | **IDM - Total** | | **483,840** | **48,384** | **483,840** |
| | **Change Orders** | | | | |
| CRP1.01 | Interface Design Completed | 05/01/19 | $7,200 | $720 | $6,480 |
| CRP1.02 | Acceptance Complete | 08/01/19 | $21,600 | $2,160 | $19,440 |
| SOA1.01 | SOA Training Courses | 07/01/19 | $45,000 | | $45,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | **73,800** | **2,880** | **70,920** |
| | **Totals Check** | | **23,136,950** | **2,309,195** | **23,134,070** |

*All Payment due dates are estimated. The dates will be revised as part of the project plan updates for each phase.*

*Deliverable acceptance documents will be presented when the work is completed and accepted within the defined acceptance period. Payment amounts represent a proration of the total amount due by phase and not an effort based hours allocation. Removal of a payment deliverable will not necessarily reduce the total amount due for a phase*

**Additional Services Rate Schedule:**

For the Calendar years of 2018 through 2020, the following blended rates can be used for any add-on approved ERP, SOA or IDM work.

| | |
|---|---|
| $180/hour | Remote Consulting Services |
| $215/hour | On-Site Consulting Services |

*For calendar year 2021 and onwards, billing rates will increase 3% annually for the duration of the contract.*

AST may offer a fixed fee option for additional work based on estimated hours

# Oracle SaaS Ordering Document

| | | | |
|---|---|---|---|
| **Partner Name** | Applications Software Technology LLC | **Partner Contact** | Sandy Wade |
| **Partner Address** | 4343 Commerce Ct<br>STE 701<br>Lisle, IL-60532 | **Phone Number**<br>**Email Address** | 630 201-9627<br>ap@astcorporation.com |
| **End User Name** | City of Jacksonville | **End User Technical Contact** | Michael Turner |
| **End User Address** | 117 W Duval St Ste 400<br>JACKSONVILLE FL<br>32202 | **Phone Number**<br>**Email Address** | 904 255 8413<br>mturner@coj.net |

## A. Programs and Program Related Service Offerings

The Following programs ("Oracle Software") are for use by the City of Jacksonville FL:

| Part Number | Product | Qty | Term in Months |
|---|---|---|---|
| B86836 | Oracle Fusion Financials Cloud Service - Hosted Named User | 8,500 | 12 |
| B86838 | Oracle Fusion Expenses Cloud Service - Hosted Expense Employee | 8,500 | 12 |
| B86840 | Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records | 8,500 | 12 |
| B86841 | Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee | 8,500 | 12 |
| B86843 | Oracle Fusion Purchasing Cloud Service - Hosted Employee | 8,500 | 12 |
| B86848 | Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee | 8,500 | 12 |
| B86844 | Oracle Fusion Supplier Portal Cloud Service - Hosted Named User | 8,500 | 12 |
| B86845 | Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User | 8,500 | 12 |
| B86846 | Oracle Fusion Sourcing Cloud Service - Hosted Employee | 8,500 | 12 |
| B86847 | Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee | 8,500 | 12 |
| B86852 | Oracle Fusion Project Management Cloud Service – Hosted Employee | 8,500 | 12 |
| B86854 | Oracle Fusion Task Management Cloud Service – Hosted Employee | 8,500 | 12 |
| B86850 | Oracle Fusion Project Financials Cloud Service - Hosted Employee | 8,500 | 12 |
| B86849 | Oracle Fusion Project Contract Billing Cloud Service - Hosted Named Employee | 8,500 | 12 |
| B86855 | Oracle Fusion Grants Management Cloud Service - Hosted Named Employee | 8,500 | 12 |
| B86853 | Oracle Fusion Project Resource Management Cloud Service – Hosted Named Emploee | 8,500 | 12 |
| B69279 | Oracle Fusion Inventory Management Cloud Service – Hosted Named User | 10 | 12 |
| B85800 | Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee | 11,000 | 12 |
| B86334 | Oracle Payroll Cloud Service for United States - Hosted Employee | 11,000 | 12 |
| B75365 | Oracle Fusion Time and Labor Cloud Service - Hosted Named User | 5,000 | 12 |
| B84490 | Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each | 7 | 12 |
| B81291 | Oracle Fusion Career Development Cloud Service - Hosted Employee | 8,500 | 12 |
| B85242 | Oracle Learning Cloud Service - Hosted Named User | 8,500 | 12 |
| B87388 | Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee | 8,500 | 12 |
| B67293 | Oracle Fusion Performance Management Cloud Service - Hosted Named User | 8,500 | 12 |
| B67294 | Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User | 8,500 | 12 |
| B67295 | Oracle Fusion Workforce Compensation Cloud Service – Hosted | 8,500 | 12 |
| B67291 | Oracle Fusion Goal Management Cloud Service - Hosted Named User | 8,500 | 12 |
| B85802 | Oracle Financial Consolidation and Close Cloud Service- Hosted Named User | 25 | 12 |
| B88579 | Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment | 1 | 12 |
| B85698 | Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User | 150 | 12 |
| B88577 | Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment | 1 | 12 |
| B79785 | Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User | 25 | 12 |
| B88576 | Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment | 1 | 12 |
| B86152 | Oracle Profitability and Cost Management Cloud Service – Hosted Named User | 20 | 12 |
| B88581 | Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment | 1 | 12 |
| B88490 | Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat Month | 1,200 | 12 |

| | | | |
|---|---|---|---|
| B72237 | Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity | 6,000 | 12 |
| B72234 | Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity | 1,800 | 12 |
| B68251 | Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity | 1,200 | 12 |
| B82256 | Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month | 6,012 | 12 |
| B78444 | Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month | 1,200 | 12 |
| B86967 | Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month | 1,200 | 12 |
| B79885 | Oracle Field Service Core Managed Cloud Services Hosted Named User | 50 | 12 |
| B79887 | Oracle Field Service Mobility Cloud Service Hosted Named User | 50 | 12 |
| B79889 | Oracle Field Service Routing Cloud Service Hosted Named User | 50 | 12 |
| B79893 | Oracle Field Service Customer Communication Cloud Service - Hosted Named User | 50 | 12 |
| B70790 | Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment | 2 | 12 |
| B88386 | Oracle Social Cloud, Standard – Production Environment | 1 | 12 |
| B88389 | Oracle Social Cloud, Basic – Message Data – 1,000 Messages | 500 | 12 |
| B87365 | Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud | 1 | 12 |
| B88801 | Oracle Java Cloud Service – High Performance - Government - OCPU per Hour | 1,488 | 12 |
| B88809 | Oracle Database Cloud Service - Enterprise Edition Extreme Performance – Government - OCPU Per Hour | 1,488 | 12 |
| B88833 | Oracle Data Integration Platform Cloud – Enterprise – Government – Gigabyte of Data Processed per Hour | 4,464 | 12 |
| B88788 | Oracle Cloud Infrastructure – Block Storage Classic – Government – Gigabyte Storage Capacity per month | 1,024 | 12 |
| B88786 | Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government | 744 | 12 |
| B88785 | Oracle Cloud Infrastructure - Load Balancer Classic - Government | 744 | 12 |
| B88796 | Oracle Cloud Infrastructure - Object Storage Classic - Government - Greater than 1 TB per month | 1,024 | 12 |
| B88807 | Oracle Database Backup Service – Storage Capacity – Government -Gigabyte Storage Capacity per Month | 1,024 | 12 |
| B88801 | Oracle Java Cloud Service – High Performance – Government - OCPU Per Hour | 4,464 | 12 |
| B90285 | Oracle Analytics Cloud – Enterprise – Government – OCPU Per Hour | 7,440 | 12 |
| B90560 | Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance Government - OCPU per Hour | 5,952 | 12 |
| B88809 | Oracle Database Cloud Service – Enterprise Edition Extreme Performance - Government – OCPU per Hour | 4,464 | 12 |
| B90022 | Oracle SOA Suite Cloud Service Government - OCPU Per Hour | 5,952 | 12 |
| B89428 | Oracle Cloud Infrastructure - Load Balancer - 400Mbs - Government | 1,488 | 12 |
| B89435 | Oracle Cloud Infrastructure – Block Volume – Government – GB Storage Capacity per Month | 10,240 | 12 |
| B89436 | Oracle Cloud Infrastructure - Object Storage - Request - Government - 10,000 Requests per Month | 12,288 | 12 |
| B89437 | Oracle Cloud Infrastructure – Object Storage – Storage - Government - Gigabyte Storage Capacity per Month | 34,816 | 12 |
| B89432 | Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month (10Tb Free) | 3,072 | 12 |
| B89418 | Oracle Identity Cloud Service - Basic - Government - Active User | 391,344 | 12 |
| B88832 | Oracle Identity Cloud Service - Standard - Government - Active User | 977,616 | 12 |
| B89418 | Oracle Identity Cloud Service - Basic - Government | 34,968 | 12 |
| B88832 | Oracle Identity Cloud Service - Standard - Government - Active User | 34,968 | 12 |
| B89328 | Oracle Identity Cloud Service - Standard - Consumer User - Government - Active per Hour | 1,488 | 12 |
| B89328 | Oracle Identity Cloud Service - Standard - Consumer User - Government - Active per Hour | 114,576 | 12 |

# B. TERMS FOR ORDERED CLOUD SERVICES

## 1. Oracle Contract Information

This ordering document incorporates by reference the terms of the end user agreement listed below:

**End User Agreement:** PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES:**"US-CSA-CPQ-684547"**.

## 2. Fees:

All fees payable are due as per the schedule of the Attachment C "**Software Payment Schedule**", to this ordering document. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein.

## 3. Data Center Region:

The services environment and all of your data at all times will reside in the United States of America.

## 4. Offer Validity:

This order is valid through 30-MAR-2019 and shall become binding upon execution by you and acceptance by Oracle.

## 5. Opt Out of Auto Renewal

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

## 6. Option Years

You shall have an option to renew the subscription for the services listed in the table above at the same usage limits for six (6) additional 12-month renewal periods, each an "Option Year" for the fees as adjusted by the associated percentage increase over the immediately preceding year's fees listed below. Professional Services are not included in the Option Years.

- Option Year One: 0% increase
- Option Year Two: 0% increase
- Option Year Three: 0% increase
- Option Year Four: 4% increase
- Option Year Five: 4% increase
- Option Year Six: 4% increase

The Cloud Services listed above may not be renewed at the Option Year pricing specified above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

## 7. Business Associate Agreement

The Business Associate Agreement attached hereto as Attachment 1 to Exhibit A to this order applies solely to the service item described in the table above section A as "Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud," to be executed by and between Oracle and the end user. Upon execution, the Business Associate Agreement shall be effective upon the Cloud Services Start Date. The Business Associate Agreement does not apply to any previous Cloud services or to any other items described in the table above section A.

When the Oracle Cloud services ordered under this order expire, terminate or are canceled for any reason within the terms of the agreement, the Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud service on this order will end.

You acknowledge and agree that the Business Associate Agreement is required in connection with the Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud service ordered under this order.

## 8. Price Hold for Cloud Services:

During the services period, you may order additional quantities of the cloud services acquired under this ordering document in Section A above at the Unit Net Price specified in Attachment C "Software Payment Schedule" to this ordering document. This price hold does not apply to any renewals or extensions of the cloud services ordered under this ordering document except as provided in Section 6 above, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document. Notwithstanding the foregoing, for a period of 12 months from the effective date of this order, you shall be entitled to a price hold for the following products:

| Part # | Product | Unit Net Price Per month | Min Quantity | Minimum Term |
|---|---|---|---|---|
| B84256 | Oracle Talent Acquisition Cloud Service - Hosted Employee | $0.64 | 8,500 | 12 months |
| B82310 | Oracle Taleo Scheduling Cloud Service - Hosted Employee | $0.06 | 8,500 | 12 months |
| B87675 | Oracle Recruiting Cloud Service – Hosted Employee | $0.90 | 8,500 | 12 months |
| B84262 | Additional Test Environment for Oracle Taleo Cloud Service | $318.00 | 1 | 12 months |
| B89150 | Oracle CASB for Oracle SaaS –Monitored Service User | $3.21 | 100 | 12 months |

## C. Other

### 1. Modifications to the End User Agreement and other Order-Specific Terms

The terms and conditions set forth in the Exhibit A (End User Order Terms) to this ordering document are applicable to the Cloud Services listed in the tables above section A of the ordering document.

### 2. Additional End User Terms

The terms and conditions set forth in the Exhibit B (Additional End User Terms) to this ordering document are applicable to the Cloud Services listed in the tables above section A of the ordering document.

### 3. Order of Precedence

In the event of inconsistencies between the terms contained in this ordering document and the agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.

### 4. Entire Agreement

You acknowledge that your actions of completing this form and submitting it electronically constitute your execution of this ordering document and agreement to its terms. You agree that the End User agreement referenced in Section B, and this ordering document constitute the entire agreement between you and AST and Oracle with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by You (e.g., on a purchase order or elsewhere) shall apply.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document.

**Applications Software Technology LLC**

By:_____
Shaji Zechariah
President

**ATTEST: CITY OF JACKSONVILLE**

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
City Contract Number:_____

**Form Approved:**

_____
Office of General Counsel

**Exhibit A**

**End User Order Terms**

For purposes of this order the following special terms and conditions set forth in the following sections A, B, and C shall apply:

## A. ADDITIONAL ORDER-SPECIFIC TERMS

1. **No Excess Obligation**. In the event sufficient budgeted funds are not available, the City may terminate this order immediately without penalty or expense; provided however: (a) that for the first year and each of the subsequent seven years of the initial eight year term and each year of the subsequent three year renewal option (if elected by the City), the City must provide an initial contract (for the first year) or contract amendment (for each subsequent year) for each of the term or terms of the order, and (b) the issuance of such initial contract or contract amendment shall signify to Oracle that all funds for the then proposed contract or contract amendment are fully appropriated and are available and no longer subject to any appropriations contingency at the time the initial contract or contract amendment is issued. Notwithstanding the foregoing, City agrees to pay for all services performed by Oracle prior to Oracle's receipt of notice of termination for non-appropriation.

2. **Service Level Credit**. The Oracle Cloud Service Level Objective Policy, within the Hosting and Delivery Policies and related Cloud Services Pillar documents applicable to the Cloud Services ordered by You, defines a Target Service Availability Level or Target Uptime objective and describes how Oracle calculates such availability. Subject to the terms of this Section and the applicable terms and definitions of the Oracle Cloud Service Level Objective Policy, You may receive a Service Credit in the event that the Service Availability Level or Service Uptime is below the defined target availability or uptime level in two (2) consecutive monthly reporting periods or more than five (5) monthly reporting periods in the past twelve months ("Missed Service Level"). If You have more than one production instance within a Service, the Service Availability Level or Service Uptime will be calculated as an average across all such production instances for a monthly reporting period. You or AST must submit a written request to Oracle (including reference to any applicable service request number) no later than thirty (30) days after the Missed Service Level occurs. Following receipt of Your request and confirmation of Your eligibility to receive a Service Credit (defined below), for each monthly reporting period within the Missed Service Level, AST will credit to Your account an amount equal to one (1) day of Applicable Cloud Services Fees (as defined in the following paragraph) for every 1/10th of a percentage point that the Service Availability Level is below the respective Target Service Availability Level or Target Uptime in the applicable monthly reporting period, up to a maximum credit of 10% of the Applicable Cloud Services Fees paid for that month ("Service Credit"). You shall be eligible to receive only one Service Credit per monthly reporting period of the Missed Service Level.

   For purpose of calculating the Service Credit, "Applicable Cloud Services Fees" means the prorated Cloud Services fees that You paid to AST for the particular Cloud Service for the applicable monthly reporting period in which the Missed Service Level occurred. "Applicable Cloud Services Fees" do not include the fees for other Cloud Services or Professional Services ordered by You, or for other production Services that did not experience Service Availability or Service Uptime Levels below the respective target level. The Service Credit will be provided only towards any outstanding balance for Cloud Services owed to Oracle under this order, and the remittance of such Service Credit will represent Your exclusive remedy, and Oracle's sole liability, for the Missed Service Level.

### 3. Option Years

(a) You shall have an option to renew directly with Oracle the subscription for the Cloud Services acquired on this order at the same usage limits for seven (7) additional 12-month renewal periods, each an "Option Year" for the fees listed below. Professional Services are not included in the Option Years.

- Option Year One: Total Cloud Services fees specified for initial 12-months Services Period under this order x 1.00
- Option Year Two: Total Cloud Services fees for Option Year One x 1.00
- Option Year Three: Total Cloud Services fees for Option Year Two x 1.00
- Option Year Four: Total Cloud Services fees for Option Year Three x 1.00
- Option Year Five: Total Cloud Services fees for Option Year Four x 1.04
- Option Year Six: Total Cloud Services fees for Option Year Five x 1.04
- Option Year Seven: Total Cloud Services fees for Option Year Six x 1.04

(b) The Cloud Services acquired on this order may not be renewed at the Option Year pricing specified above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

## B. MODIFICATIONS TO THE AGREEMENT

For the purposes of this order with AST only, the following terms modify the terms of the Public Sector Agreement for Oracle Cloud Services by and between You and Oracle America, Inc. (the "**CSA**" or "**Agreement**," Oracle reference number US-CSA-CPQ-684547):

**1. Limitation of Liability**. The provisions of Section 7 of the CSA are deleted in their entirety and replaced with the following:

### LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. EXCEPT FOR ORACLE'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR MISAPPROPRIATION OF YOUR PERSONAL DATA TO THE EXTENT CAUSED BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS (A "PERSONAL DATA MISAPPROPRIATION") EXCEED THE GREATER OF (A) TWO MILLION DOLLARS ($2,000,000), OR (B) TWO (2) TIMES THE TOTAL AMOUNTS PAID AND PAYABLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER. THE PARTIES AGREE THAT THE REFERENCES TO "DATA" AND "DATA USE" IN SECTION 7.1 ABOVE SHALL NOT BE DEEMED TO PROHIBIT YOU FROM SEEKING DAMAGES FOR A PERSONAL DATA MISAPPROPRIATION UNDER THE TERMS OF THE PRECEDING SENTENCE."

**2. Indemnification. The provisions of Section 8 of the CSA are deleted in their entirety and replaced with the following: "8.**

### INDEMNIFICATION

8.1. If a third party makes a claim against You (the "Recipient"), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by Oracle (the "Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially

affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4. This Section 8 provides the parties' exclusive remedy for any infringement claims or damages."

3. **Subcontractors.** The following sentence is added to the end of the existing paragraph in Section 5.3 of the Agreement:

"Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its resources under, the Agreement, Oracle shall be responsible for the performance of Services under the Agreement by any subcontractors engaged by Oracle to perform such Services."

4. **Termination.** In Section 9.4 of the Agreement, the existing language is replaced with the following:

"9.4. If either You or Oracle materially breaches a term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services received under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered."

5. **Assignment.** In Section 22 of the Agreement, add the following new sentence to the existing paragraph:

"Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent."

6. **Other.** The provisions of Section 17.4 of the CSA are deleted in their entirety and replaced with the following:

"17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F.S. 95.11(2)(b)."

## C. CITY OF JACKSONVILLE TERMS AND CONDITIONS FOR THE ORDER

1. **Maximum Indebtedness**. As required by Section 106.431, *Jacksonville Ordinance Code,* the maximum indebtedness of City for the first twelve (12) months of the Services Period specified in the ordering document shall not exceed the fixed sum of _____ ($_____)

2. **Retention of Records/Audit.** To the extent required by Section 126.108(a), Jacksonville Ordinance Code, contractor shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with

contractor's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to contractor, at Your Cost, and provided that such audit does not unreasonably interfere with contractor's normal business operations, shall allow access and examination of the Records by You at all reasonable times until the expiration of three (3) years after final payment under the Ordering Document.

3. **Compliance with Laws.** As required by Section 126.108(b), Jacksonville Ordinance Code, contractor must comply with all applicable federal, state, and local laws, rules and regulations as the same exist or as may be amended from time to time. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law).

4. **Non-discrimination.** As required by Section 126.404, Jacksonville Ordinance Code, Oracle represents that it has adopted and will maintain throughout the term of the Ordering Document a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other unlawful factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Oracle agrees that, on written request, no more than once every 12 months, at Your cost, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Ordering Document; provided however, that Oracle shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Ordering Document. Oracle agrees that, if any of the products or Services to be provided pursuant to the Ordering Document are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

5. **Conflicts of Interest.** Oracle acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

6. **Taxes.** If You provide a valid certificate of tax exemption in advance of the date taxes are due, Oracle will not invoice You the taxes described in the Fees and Payment section of the Agreement. In no event shall You be liable for payment of taxes to Oracle if you provide a valid certificate of tax exemption."

**Attachment 1 to Exhibit A**

# ORACLE BUSINESS ASSOCIATE AGREEMENT

**O R A C L E C O N T R A C T I N F O R M A T I O N**

This Business Associate Agreement amends the ordering document with footer CPQ-7008222 dated_____*{to be completed by Oracle}* and all amendments and addenda thereto (the "Ordering Document") between you and Oracle America, Inc.

**WHEREAS** you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA"), govern your use of Electronic Protected Health Information ("ePHI") (as defined by 45 C.F.R. § 160.103);

**WHEREAS** Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

**THEREFORE**, the parties agree to the following:

a. In the event that the Ordering Document requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

   i. Not use or further disclose such ePHI other than as permitted or required by the Ordering Document.

   ii. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Ordering Document; additional information concerning such measures may be specified in the Ordering Document.

   iii. Report to you any use or disclosure of such ePHI in violation of the terms of the Ordering Document of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

   iv. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Ordering Document agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Ordering Document.

v. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.Make available to you any requests received by Oracle from

individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

vi. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

vii. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .

viii. At the end of the services under the Ordering Document or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible.

b. Additional Terms

i. You may terminate the applicable Ordering Document if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

ii. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

iii. The terms and conditions of this Business Associate Agreement shall survive termination of the Ordering Document.

iv. When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

v. You agree to follow any ePHI handling procedures that are specified in the Ordering

Document. Subject to the modifications herein, the Ordering Document shall remain in full force and effect.

The effective date of this Business Associate Agreement is_____, 2018. {*to be completed by Oracle*}.

| City of Jacksonville | **Oracle America, Inc.** |
|---|---|
| Authorized Signature:_____ | Authorized Signature: _____ |
| Name: _____ | Name:_____ |
| Title: _____ | Title: _____ |
| Signature Date: _____ | Signature Date: _____ |

# Exhibit B

## Additional End User Terms

### I. END USER TERMS – ORACLE FIELD CLOUD SERVICES

The order is subject to and incorporates the terms and conditions contained in this Section. The end user agrees that Oracle will have no liability to the end user arising out of or relating to the end user's non-compliance with the End User Terms. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle's control, then you agree Oracle may suspend or terminate the cloud services under this ordering document. In the event of termination, the end user's right to receive cloud services under this ordering document is automatically forfeited.

"End User Terms - Oracle Field Cloud Services
Oracle Field Cloud Service:
1. SDKs and APIs:
Oracle may make available to You the following Oracle Software for use with the Oracle TOA Cloud Services under this order: Software Development Kits ("SDKs") and related SOAP APIs ("APIs") as identified in the applicable order for professional services. Your use of the SDKs and APIs is subject to the terms of the agreement between You and Oracle, and that order, solely for You to create Permitted Developments for use with the Oracle TOA Cloud Services. "Permitted Developments" are custom software modules, tools or code, created by You or a third party retained by You, that You use with the Oracle TOA Cloud Service, and fall within the meaning of Your Content as defined in the agreement between You and Oracle (notwithstanding any references to Oracle PaaS or IaaS in that definition).

2. Standard Set Ups, Configurations and URLs:
Oracle will provide You with standard set ups, configurations, and URLs for the Cloud Services. Oracle is not responsible if the access to or performance of the Cloud Services is adversely impacted by Your modification of the standard set up or configuration of the service or attempt to access the service without use of URL names provided by Oracle.

3. Third Party Beneficiary. Oracle is an irrevocable third party beneficiary of this order. In the event that you breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.

### II. END USER TERMS – ADDITIONAL FEES FOR ANY INCREASED USAGE/CAPACITY

As described in the Oracle Government Tech Cloud Service Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government Tech Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order."

### III. END USER TERMS – ORACLE SOCIAL CLOUD SERVICES, THIRD PARTY CONTENT AND SOCIAL MEDIA PROVIDERS; TWITTER-APPROVED USE CASE

The order is subject to and incorporates the terms and conditions contained in this section . End user agrees that Oracle will have no liability to the end user arising out of or relating to the end user's non-compliance with End User Terms – Oracle Social Cloud Services, Third Party Content and Social Media Providers; Twitter-Approved Use Case terms. Should the end user fail to be in compliance with the End User Terms – Oracle Social Cloud Services, Third Party Content and Social Media Providers; Twitter-Approved Use Case terms, or because of any other circumstance outside of Oracle's control, Oracle may suspend or terminate the Oracle Social Cloud Services under this ordering document. In the event of termination, the end user's right to receive Oracle Social Cloud services under this ordering document is automatically forfeited.

"End User Terms – Oracle Social Cloud Services, Third Party Content and Social Media Providers; Twitter-Approved Use Case
The Oracle Social Cloud Service includes content provided by Third Party Content providers and is subject to policies of such Third Party Content providers as described below. By using the Oracle Social Cloud Service, You represent that You are in compliance with all of the Third Party Content providers' policies described below.

a. Twitter

i. Oracle Social Cloud Service – Limited Use

# Exhibit B

Your use of the Oracle Social Cloud Service is limited to the following use case: *The City of Jacksonville will be using Social Cloud Services to engage with visitors/residents by responding to questions/complaints and monitoring any major city issues that may need addressing. The City of Jacksonville will be using Social Cloud Services to communicate with visitors/residents during emergency response situations when need arises. Such usage will consist of:*

- *Publish public announcements;*
- *Engage with consumers/constituents by responding to questions/complaints;*
- *Monitor and analyze social posts to understand traffic.*

This use case was approved by Twitter; any use of the Oracle Social Cloud Service that is outside the scope of this approved use case is prohibited.

b. Other Social Media Sites

Oracle Social Cloud Service may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, or retrieve content from, other web sites, platforms or services of third parties. Oracle does not control and is not responsible for such third party web sites, platforms and services and You are solely responsible for entering into and compliance with separate terms with such third party. Oracle is not responsible for the security, protection or confidentiality of such content (including obligations in the Oracle Cloud Hosting and Delivery Policies and Data Processing Agreement and Oracle's Privacy Policy) that is transmitted to such third parties."

SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION

BID #: ESC-0549-16 OPEN DATE: 12/14/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase the award with Applications Software Technology, LLC (AST) in the amount of $28,800.00 for project change order P1.CR-01 – Credit Card Vendor Payments as described in the attached contract change request. The revised total contract expenditure not-to-exceed $24,326,151.20.

Funding to be encumbered from account AFIT53A-069509-ITEF01-02 and executed by formal contract amendment (#10420) through the Office of General Counsel.

**ATTACHMENTS:** Recommendation Memo, Change Order P1.CR-01 Request, Previous Awards

**BUYER:** CHELSEY FLEMING

**RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Kenneth Lathrop, Chief of Information Technologies/CIO

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 12/13/18

OTHER:

**ACTION OF AWARDING AUTHORITY** DATE 12/13/18

APPROVED MR DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE


December 4, 2018

12/05/18 09:20:51
Procurement Division

**TO:** Gregory W. Pease
Chief of Procurement

**VIA:** Kenneth Lathrop *Kenneth E Lathrop*
Chief of Information Technologies/CIO

JP 12/4/18

**FROM:** Michael Turner *Michael Turner*
PMO Manager, Information Technologies Division

**SUBJECT:** ESC-0549-16 – Enterprise Resource Planning (ERP), Software as a Service (SaaS) Solution

---

On March 15, 2018, the City awarded Applications Software Technology, LLC (AST)/Oracle for the use of the Oracle SaaS ERP solution and for the services required to implement the Oracle SaaS ERP solution. The following contracts / agreements with Oracle and AST were executed on March 29, 2018:

- Master Services Contract with AST (Exhibit 1): The Master Services Contract specifies the professional services required to implement the Oracle SaaS ERP solution (e.g. the service applications listed in the Ordering Document).
- Cloud Services Agreement with Oracle (Exhibit 2): This document, and the negotiated Amendment (Exhibit 2A), governs the City's use of the Oracle SaaS ERP products described in the Ordering Document and the following Oracle policy documents:
  - Oracle Cloud Hosting and Delivery Policies (Exhibit 2B)
  - Data Processing Agreement (Exhibit 2C)
  - Oracle Services Privacy Policy (Exhibit 2D)
  - Service Specifications (Exhibit 2E)
- Ordering Document with AST (Exhibit 3): This document lists the ERP service applications (e.g. software modules) that the City is purchasing through this subscription agreement (with AST being a certified re-seller of Oracle cloud services).

The contracts were established with the not to exceed amount of $23,063,150.00 for implementation services and $1,234,201.20 for SaaS subscription services, for a total maximum indebtedness of $24,297,351.20.

The Information Technologies Division requests a change order to increase the award ESC-0549-16 in the amount of $28,800. This project change order, P1.CR-01 Credit Card Vendor Payments, will provide the implementation services from AST to create a new payment method in the Oracle Cloud ERP system for credit card vendor payments. This is a non-standard supported process in the Oracle Cloud system and was not identified as an original requirement in the RFP. The City is currently utilizing this service in the legacy FAMIS system. This process increases a float of payments made to vendors as well as provides a reduction in handling check payments. This change order request, once approved will require an amendment to the Master Services Contract with AST (Exhibit 1).

Not to Exceed Amount:

| | | |
|---|---|---|
| AST – Implementation Services – | AFIT53A – 069509, ITEF01-02 | $ 23,091,950.00 |
| AST – Software subscription - | AFIT53A – 069427, ITEF01-02 | $ 1,234,201.20 |
| Total Maximum Indebtedness | | $ 24,326,151.20 |

Attachments:
Project Change Order Request - P1.CR-01 - Credit Card Vendor Payments

CC:
Marlene Russell, Director of Organizational Effectiveness

# City of Jacksonville Cloud ERP Project Change Request

| | |
|---|---|
| **Requestor** : Michael Turner | **Request Date** : *27-Sep-2018* |
| **Change #** : *P1.CR-01 – Credit Card Vendor Payments* | |
| **Priority** : *Medium* | |

**Functional Area: Accounts Payable**

**Description of Change:**

The City has entered into an agreement with Wells Fargo bank to send payments to certain COJ vendors via a merchant "credit card" process. This is not a standard supported process in Oracle Cloud

**Reason for Change:**

There is an increase in float of payments made and a reduction in handling of check payments and an increase in interest on money held by the City.

**Recommendation Solution:**

Create a new payment method in Oracle. This will allow the City to take advantage of the benefits of the "credit card" payment process.

**Schedule Impact:**

None. Custom interface and payment method will be produced and delivered without schedule impact and delivered in phase 1

| | |
|---|---|
| **Cost Impact** | The total effort for design, build, unit test, support client testing, document and deploy is a fixed bid of 160 hours. While some hours will be completed on-site the offered total fixed amount is based on remote effort. The total fee would be $28,800 |

**Approvals:**

| Name | Title | Signature | Date Approved |
|---|---|---|---|
| Jeff Kost | AST Project Sponsor | Jeff Kost | 10/24/18 |
| | | | |

# City of Jacksonville Cloud ERP Project Change Request

## Payment Schedule:

| Task # | Description | Due Date | Total Amount | Retention Amount | Net Amount | Acceptance Criteria |
|---|---|---|---|---|---|---|
| CR-01.1 | Interface Design Complete | 3/1/19 | $7,200 | $720 | $6,480 | Interface design document approved by the business owner |
| CR-01.2 | Acceptance Complete | 7/1/19 | $21,600 | $2,160 | $ 19,440 | Development Completed, Interface testing completed and accepted in the UAT event for phase 1 |
| CR-01.3 | Phase 1 Retention Release | 1/17/20 | 0 | 0 | $2,880 | Release of retention for Phase 1 |

## Assumptions:

1. The solution will be accomplished by creating a new payment method.
2. A new custom payment file format will be developed similar to the ACH file format and in accordance with the specifications provided by Wells Fargo in September 2018.
3. No configuration of or use of the Oracle payment gateway is required and it will not be configured for this solution.
4. Any substantial changes to the design from the current Wells Fargo file format may require revision to the change request.
5. Substantially all work will be performed remote so the contract rate of $180/hour was used for the estimate.
6. Requirements for substantial on-site presence for this effort will require a change to the fees. Such a change will require COJ and AST PM review prior to executing.
7. Interface to be transmitted in a similar manner to the ACH Payment file and/or Positive Pay file to Wells Fargo using the same SOA design

considerations.

8. This is a fixed fee bid for services. Substantial changes in the assumptions or design after the design document is approved may result in the need for an additional change order and may require additional fees.
9. Effort includes time for the ERP development and SOA development teams. The breakdown of estimated effort is detailed below.

Effort estimate:

| **Design/Analysis** (Wells Fargo layout analysis, review meetings, Q&A communications) | **Build & Unit Test** (Development time, test case creation, unit test execution, interaction with Wells Fargo test environment) | **Document** (Design document and Completed Build Document) | **Test** (SIT/UAT Preparations and execution) | **Deploy** (Migrate and validate readiness within COJ and with Wells Fargo) | **Support** (Post go-live) |
|---|---|---|---|---|---|
| **8** | **100** | **16** | **24** | **8** | **4** |

SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION

BID #: ESC-0549-16 OPEN DATE: 12/14/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On October 26, 2017 approval was granted to enter into negotiations with the highest ranked firm, Applications Software Technology, LLC (AST)/Oracle.

As a result of the negotiations, recommend approval of award to Applications Software Technology, LLC (AST) in the amount of $23,063,150.00, for a period of service five (5) years from contract execution with renewal options up to three (3) additional years. Also, recommend approval of one (1) year subscription services, with the option to renew for up to seven (7) additional years in the amount of $1,234,201.20. The total contract maximum indebtedness not-to-exceed $24,297,351.20.

To be encumbered as follows for current fiscal year:
AFIT53A-069509-ITEF01-02 - $3,151,800.00
AFIT53A-069427-ITEF01-02 - $1,234,201.20

ATTACHMENTS: Recommendation Memo, Exhibits 1 – 3B, Previous Awards

BUYER: CHELSEY FLEMING

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Marlene Russell, Director of Organizational Effectiveness

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 3/15/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/15/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

ONE CITY. ONE JACKSONVILLE

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

March 12, 2018

**TO:** Gregory W. Pease
Chief of Procurement

**FROM:** Marlene Russell
Director Organizational Effectiveness

**SUBJECT:** ESC-0549-16 – Enterprise Resource Planning (ERP), Software as a Service (SaaS) Solution

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The City entered into fee and contract negotiations with the number one ranked firm, Applications Software Technology, LLC (AST)/Oracle for the use of the proposed Oracle SaaS ERP solution and for the services required to implement the proposed Oracle SaaS ERP solution. Those contract negotiations resulted in the following contracts / agreements with Oracle and AST:

- Master Services Contract with AST (Exhibit 1): The Master Services Contract specifies the professional services required to implement the Oracle SaaS ERP solution (e.g. the service applications listed in the Ordering Document). The term of this agreement is for five (5) years with an option to renew for up to three (3) additional years. The maximum indebtedness for this contract is $23,063,150. The FY18 contract amount is $3,151,800.00. This contract has two (2) attachments:
    - Statement of Work (Exhibit 1A): Defines all the services AST will provide to deliver a fully functional Financial, Purchasing, Budget Development, Human Resources, and Payroll system to the City.
    - Payment Schedule (Exhibit 1B: Lists all payment amounts for deliverables by estimated completion date for all project phases.
- Cloud Services Agreement with Oracle (Exhibit 2): This document, and the negotiated Amendment (Exhibit 2A), governs the City's use of the Oracle SaaS ERP products described in the Ordering Document. The term of this agreement is for eight (8) years with the option to renew for up to three (3) additional years. This agreement also references the following Oracle policy documents:
    - Oracle Cloud Hosting and Delivery Policies (Exhibit 2B): Describes Oracle's policies for data security, service level metrics, and define City access to Oracle service level performance metrics and Oracle support.

- Data Processing Agreement (Exhibit 2C): Defines personal data and describes Oracle's responsibilities for processing and handling of City personal data.
- Oracle Services Privacy Policy (Exhibit 2D): Defines Oracle's privacy policies for both Services Data (data that resides on Oracle, Customer, or Third-party systems to which Oracle is provided access) and customer (City) information
- Service Specifications (Exhibit 2E): Specifications for each Oracle product (e.g. service application) that identifies what can be accessed by each user (along with the storage requirements).

- Ordering Document with AST (Exhibit 3): This document lists the ERP service applications (e.g. software modules) that the City is purchasing through this subscription agreement (with AST being a certified re-seller of Oracle cloud services). The term of this agreement is for one (1) year with the option to renew for up to seven (7) additional years. Attachment C (Exhibit 3A) of the Ordering Document contains the negotiated pricing for the service applications for the initial one year term. The maximum indebtedness for this contract is $1,234,201.20 (for FY18). The maximum indebtedness for this contract will increase each year the City exercises the option to continue using the Oracle SaaS ERP solution by the amount specified for the Option Years within the agreement.

Accordingly, this is to recommend approval of award to Applications Software Technology, LLC (AST) as a result of negotiations for Enterprise Resource Planning (ERP) for a period of 5 years from execution of the contract in the not to exceed amount of $23,063,150.00, with renewal options of up to three (3) additional years. The encumbrance for current fiscal year is from the date of execution of contract through September 30, 2018 for an amount of $3,151,800.00. Also, recommend approval for one (1) year subscription services, with the option to renew for up to seven (7) additional years, for the software to Applications Software Technology, LLC (AST) for a total not to exceed $1,234,201.20, for a total maximum indebtedness of $24,297,351.20.

To be encumbered as follows for current fiscal year:

| | |
|---|---|
| AST – Implementation Services – AFIT53A – 069509, ITEF01-02 | $ 3,151,800.00 |
| AST – Software subscription - AFIT53A – 069427, ITEF01-02 | $ 1,234,201.20 |
| Total Not to exceed (NTE) for FY18 | $ 4,386,001.20 |

Attachments:

| | |
|---|---|
| Exhibit 1 | Master Services Contract |
| Exhibit 1A | Statement of Work |
| Exhibit 1B | Payment Schedule |
| Exhibit 2 | Cloud Services Agreement |
| Exhibit 2A | Cloud Services Agreement Amendment |
| Exhibit 2B | Oracle Cloud Hosting and Delivery Policies |
| Exhibit 2C | Data Processing Agreement |
| Exhibit 2D | Oracle Services Privacy Policy |
| Exhibit 2E | Service Specifications |
| Exhibit 3 | Ordering Document |
| Exhibit 3A | Attachment C of the Ordering Document – Software Pay Schedule |
| Exhibit 3B | Oracle Business Associate Agreement (BAA) |

SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION

BID #: ESC-0549-16 OPEN DATE: 12/14/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On December 14, 2016, the City of Jacksonville, Procurement Division received eight (8) responses for subject bid. The Evaluation Committee has completed their review and has recommend approval to move forward with Software Demonstrations/ Oral Interviews with the top four (4) scoring vendors, which are as follows. The ranking of first, second, third and fourth designates the order of qualification of these firms.

1. Applications Software Technology Corporation (AST)
2. IBM Corporation
3. Infor Public Sector, Inc.
4. CGI Technologies and Solutions, Inc.

ATTACHMENTS: Recommendation Memo; Scoring Sheet; Evaluation Matrix

BUYER: _____ CHELSEY RENFROE

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Mariane Russell, Director of Organizational Effectiveness

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 5/04/17

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/04/17

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION

BID #: ESC-0549-16 OPEN DATE: 12/14/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On December 14, 2016, the City of Jacksonville, Procurement Division received eight (8) valid bid responses for subject bid. On May 4, 2017 approval was granted for Software Demonstrations/ Oral Interviews with the top four (4) scoring vendors: (1) Applications Software Technology Corporation (AST), (2) IBM Corporation, (3) Infor Public Sector, Inc., and (4) CGI Technologies and Solutions, Inc. The evaluation of the responses and Software Demonstrations/ Oral Interviews has been completed and scored as follows:

| VENDOR / SOFTWARE PRODUCT | RESPONSE EVALUATION SCORE | DEMONSTRATION SCORE | TOTAL SCORE |
|---|---|---|---|
| Applications Software Technology Corporation (AST) / Oracle | 890 | 875 | 1765 |
| IBM Corporation / Workday | 775 | 841 | 1616 |
| CGI Technologies and Solutions, Inc. / CGI Advantage 360 | 765 | 822 | 1587 |
| Infor Public Sector, Inc. / Infor Public Sector, Inc. | 725 | 826 | 1551 |

Recommend approval to move forward with contract negotiations with the highest scoring vendor, Applications Software Technology Corporation (AST).

ATTACHMENTS: Recommendation Memo; Scoring Sheet; Evaluation Matrix, Previous Award

BUYER: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Marlene Russell, Director of Organizational Effectiveness

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/26/17

Marlene Russell

Teresa L. Eilsen

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/26/17

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

10421

# Oracle SaaS Ordering Document

| | | | |
|---|---|---|---|
| **Partner Name** | Applications Software Technology LLC | **Partner Contact** | Sandy Wade |
| **Partner Address** | 1755 PARK ST<br>STE 115<br>Naperville, IL-60563 | **Phone Number**<br>**Email Address** | 630 778-1180<br>ap@astcorporation.com |
| **End User Name** | City of Jacksonville | **End User Technical Contact** | Michael Turner |
| **End User Address** | 117 W Duval St Ste 400<br>JACKSONVILLE FL<br>32202 | **Phone Number**<br>**Email Address** | 904 255 8413<br>mturner@coj.net |

## A. Programs and Program Related Service Offerings

The Following programs ("Oracle Software") are for use by the City of Jacksonville FL:

| Part No. | Product | Qty | Term in Months |
|---|---|---|---|
| B86836 | Oracle Fusion Financials Cloud Service - Hosted Named User | 8500 | 12 |
| B86838 | Oracle Fusion Expenses Cloud Service - Hosted Expense Report | 8500 | 12 |
| B86840 | Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records | 8500 | 12 |
| B86841 | Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee | 8500 | 12 |
| B86843 | Oracle Fusion Purchasing Cloud Service - Hosted Named User | 8500 | 12 |
| B86848 | Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User | 8500 | 12 |
| B86844 | Oracle Fusion Supplier Portal Cloud Service - Hosted Named User | 8500 | 12 |
| B86845 | Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User | 8500 | 12 |
| B86846 | Oracle Fusion Sourcing Cloud Service - Hosted Named User | 8500 | 12 |
| B86847 | Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User | 8500 | 12 |
| B86852 | Oracle Fusion Project Management Cloud Service – Hosted Named User | 8500 | 12 |
| B86854 | Oracle Fusion Task Management Cloud Service – Hosted Named User | 8500 | 12 |
| B86850 | Oracle Fusion Project Financials Cloud Service - Hosted Named User | 8500 | 12 |
| B86849 | Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User | 8500 | 12 |
| B86855 | Oracle Fusion Grants Management Cloud Service - Hosted Named User | 8500 | 12 |
| B86853 | Oracle Fusion Project Resource Management Cloud Service – Hosted Named User | 8500 | 12 |
| B69729 | Oracle Fusion Inventory Management Cloud Service – Hosted Named User | 10 | 12 |
| B85800 | Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee | 11000 | 12 |
| B86334 | Oracle Payroll Cloud Service for United States - Hosted Employee | 11000 | 12 |
| B75365 | Oracle Fusion Time and Labor Cloud Service - Hosted Named User | 5000 | 12 |
| B84490 | Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each | 4 | 12 |
| B81291 | Oracle Fusion Career Development Cloud Service - Hosted Employee | 8500 | 12 |
| B85242 | Oracle Learning Cloud Service - Hosted Named User | 8500 | 12 |
| B87388 | Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee | 8500 | 12 |
| B67293 | Oracle Fusion Performance Management Cloud Service - Hosted Named User | 8500 | 12 |
| B67294 | Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User | 8500 | 12 |
| B67295 | Oracle Fusion Workforce Compensation Cloud Service – Hosted | 8500 | 12 |
| B67291 | Oracle Fusion Goal Management Cloud Service - Hosted Named User | 8500 | 12 |

| | | | |
|---|---|---|---|
| B85802 | Oracle Financial Consolidation and Close Cloud Service- Hosted Named User | 25 | 12 |
| B88579 | Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment | 1 | 12 |
| B85698 | Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User | 150 | 12 |
| B88577 | Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment | 1 | 12 |
| B79785 | Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User | 25 | 12 |
| B88576 | Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment | 1 | 12 |
| B86152 | Oracle Profitability and Cost Management Cloud Service – Hosted Named User | 20 | 12 |
| B88581 | Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment | 1 | 12 |
| B88488 | Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service-Hosted Named User | 50 | 12 |
| B72236 | Oracle RightNow Universal Core Service Tier 1 Sessions Monthly – 100 sessions – Monthly Capacity | 100 | 12 |
| B72233 | Oracle RightNow Universal Policy Automation Tier 3 Sessions Monthly – 100 Sessions – Monthly Capacity | 100 | 12 |
| B68548 | Oracle RightNow Emails Sent Monthly – 100 emails sent – Monthly Capacity | 100 | 12 |
| B82255 | Oracle RightNow Non-Contact Center User Cloud Service Hosted Non-Contact Center Named User | 1 | 12 |
| B78442 | Oracle Policy Automation Collaboration Cloud Service Hosted Named User | 5 | 12 |
| B86965 | Oracle Policy Automation Agent Cloud Service Collaboration Cloud Service - Hosted Named User | 10 | 12 |
| B79885 | Oracle Field Service Core Managed Cloud Services Hosted Named User | 50 | 12 |
| B79887 | Oracle Field Service Mobility Cloud Service Hosted Named User | 50 | 12 |
| B79889 | Oracle Field Service Routing Cloud Service Hosted Named User | 50 | 12 |
| B79893 | Oracle Field Service Customer Communication Cloud Service - Hosted Named User | 50 | 12 |
| B88386 | Oracle Social Cloud, Basic – Production Environment | 1 | 12 |
| B88389 | Oracle Social Cloud, Basic – Message Data – 1,000 Messages | 100 | 12 |
| B70790 | Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment | 1 | 12 |
| B87365 | Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud | 1 | 12 |
| B85285 | Oracle SOA Suite Cloud Service – Non-Metered – Hosted Environment | 6 | 12 |
| B83534 | Oracle Database Cloud Service Enterprise Edition Extreme Performance – General Purpose – Non-Metered – Hosted Environment | 1 | 12 |
| B83543 | Oracle Database Backup Service – Non-metered – TB Storage Capacity | 1 | 12 |
| B83456 | Oracle Cloud Infrastructure – Object Storage Classic – Non-metered – TB Storage Capacity | 1 | 12 |
| B83455 | Oracle Cloud Infrastructure – Block Storage Classic – Non-Metered | 1 | 12 |
| B83555 | Oracle Java Cloud Service – Suite – High Memory – Non-Metered – Hosted Environment | 6 | 12 |
| B86141 | Oracle Identity Cloud Service – Standard – Enterprise User – Non-metered – Hosted Named User | 1000 | 12 |
| B86144 | Oracle Identity Cloud Service – Basic Enterprise User – Non-metered – Hosted Named User | 7500 | 12 |
| B86142 | Oracle Identity Cloud Service – Standard – Non-Enterprise User – Non-Metered – Hosted Named User | 2500 | 12 |
| B86142 | Oracle Identity Cloud Service – Standard – Non-Enterprise User – Non-Metered – Hosted Named User | 1000 | 12 |
| B86141 | Oracle Identity Cloud Service – Standard – Enterprise User – Non-metered – Hosted Named User | 100 | 12 |
| B88801 | Oracle Java Cloud Service – High Performance – Government - OCPU Per Hour | 1488 | 12 |
| B88797 | Oracle Analytics Cloud – Enterprise – Government – OCPU Per Hour | 7440 | 12 |

| | | | |
|---|---|---|---|
| B88807 | Oracle Database Backup Service – Storage Capacity – Government – Gigabyte Storage Capacity per Month | 23552 | 12 |
| B88809 | Oracle Database Cloud Service – Enterprise Edition Extreme Performance - Government – OCPU per Hour | 11160 | 12 |
| B88833 | Oracle Data Integration Platform Cloud – Enterprise – Government – OCPU per Hour | 4464 | 12 |
| B88788 | Oracle Cloud Infrastructure – Block Storage Classic – Government – Gigabyte Storage Capacity per month | 7168 | 12 |
| B88796 | Oracle Cloud infrastructure – Object Storage Classic – Government – Gigabyte Storage Capacity per Month | 11264 | 12 |

## B. TERMS FOR ORDERED CLOUD SERVICES

### 1. Oracle Contract Information

This ordering document incorporates by reference the terms of the end user agreement listed below:

**End User Agreement:** PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES:**"US-CSA-CPQ-684547"**.

### 2. Fees:

All fees payable are due as per the schedule of the Attachment C "**Software Payment Schedule**", to this ordering document. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein.

### 3. Data Center Region:

The services environment and all of your data at all times will reside in the United States of America.

### 4. Offer Validity:

This order is valid through 19-MAR-2018 and shall become binding upon execution by you and acceptance by Oracle.

### 5. Opt Out of Auto Renewal

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

### 6. Option Years

You shall have an option to renew the subscription for the services listed in the table above at the same usage limits for seven (7) additional 12-month renewal periods, each an "Option Year" for the fees as adjusted by the associated percentage increase over the immediately preceding year's fees listed below. Professional Services are not included in the Option Years.

- Option Year One: 0% increase
- Option Year Two: 0% increase
- Option Year Three: 0% increase
- Option Year Four: 0% increase
- Option Year Five: 4% increase
- Option Year Six: 4% increase
- Option Year Seven: 4% increase

The Cloud Services listed above may not be renewed at the Option Year pricing specified above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

### 7. Business Associate Agreement

The Business Associate Agreement attached hereto as Attachment 1 to Exhibit A to this order applies solely to the service item described in the table above section A as "Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud," and shall be executed by and between Oracle and the City. Upon execution, the Business Associate Agreement shall be effective upon the Cloud Services Start Date. The Business Associate Agreement does not apply to any previous Cloud services or to any other items described in the table above section A.

When the Oracle Cloud services ordered under this order expire, terminate or are canceled for any reason within the

terms of the agreement, the Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud service on this order will end.

You acknowledge and agree that the Business Associate Agreement is required in connection with the Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud service ordered under this order.

## 8. Price Hold for Cloud Services:

During the services period, you may order additional quantities of the cloud services acquired under this ordering document in Section A above at the Unit Net Price specified in Attachment C "Software Payment Schedule" to this ordering document. This price hold does not apply to any renewals or extensions of the cloud services ordered under this ordering document except as provided in Section 6 above, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document. Notwithstanding the foregoing, for a period of 12 months from the effective date of this order, you shall be entitled to a price hold for the following products:

| Part # | Product | Unit Net Price | Min Quantity | Term | Extended Price |
|---|---|---|---|---|---|
| B84256 | Oracle Talent Acquisition Cloud Service - Hosted Employee | $0.64 | 8,500 | 12 months | $65,280.00 |
| B82310 | Oracle Taleo Scheduling Cloud Service - Hosted Employee | $0.06 | 8,500 | 12 months | $6,120.00 |
| B84263 | Oracle Taleo Assessments Delivery Cloud Service - Hosted Employee | $0.06 | 8,500 | 12 months | $6,120.00 |
| B84262 | Additional Test Environment for Oracle Taleo Cloud Service | $3,816.00 | 1 | 12 months | $3,816.00 |
| B87540 | Oracle CASB for SaaS - Non-Metered-Monitored Service User | $3.18 | 100 | 12 months | $3,816.00 |
| B81263 | Oracle Fusion Order Management Cloud Service - Hosted 1,000 Order Lines | $4.68 | 50 | 12 months | $2,805.00 |
| B81264 | Oracle Fusion Order Management User Cloud Service - Hosted Named User | $65.45 | 10 | 12 months | $7,854.00 |
| B87675 | Oracle Recruiting Cloud Service Hosted Employee | $0.94 | 8500 | 12 months | $95,370.00 |

## C. Other

### 1. Modifications to the End User Agreement and other Order-Specific Terms

The terms and conditions set forth in the Exhibit A (End User Order Terms) to this ordering document are applicable to the Cloud Services listed in the tables above section A of the ordering document.

### 2. Order of Precedence

In the event of inconsistencies between the terms contained in this ordering document and the agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.

### 3. Entire Agreement

You acknowledge that your actions of completing this form and submitting it electronically constitute your execution of this ordering document and agreement to its terms. You agree that the End User agreement referenced in Section B, and this ordering document constitute the entire agreement between you and AST and Oracle with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by You (e.g., on a purchase order or elsewhere) shall apply.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document.

**Applications Software Technology LLC**

By: _____
Shaji Zechariah
President

**CITY OF JACKSONVILLE**

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

By: _____
Lenny Curry
Mayor

**ATTEST:**

By: _____
James R. McCain, Jr.
Corporation Secretary

In accordance with the *Ordinance Code*, of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Dated: 3/28/17

_____
Director of Finance
CITY Contract Number: 10421

**Form Approved:**

_____
Office of General Counsel

**Exhibit A**

**End User Order Terms**

For purposes of this order the following special terms and conditions set forth in the following sections A, B, and C shall apply:

## A. ADDITIONAL ORDER-SPECIFIC TERMS

1. **No Excess Obligation.** In the event sufficient budgeted funds are not available, the City may terminate this order immediately without penalty or expense; provided however: (a) that for the first year and each of the subsequent seven years of the initial eight year term and each year of the subsequent three year renewal option (if elected by the City), the City must provide an initial contract (for the first year) or contract amendment (for each subsequent year) for each of the term or terms of the order, and (b) the issuance of such initial contract or contract amendment shall signify to Oracle that all funds for the then proposed contract or contract amendment are fully appropriated and are available and no longer subject to any appropriations contingency at the time the initial contract or contract amendment is issued. Notwithstanding the foregoing, City agrees to pay for all services performed by Oracle prior to Oracle's receipt of notice of termination for non-appropriation.

2. **Service Level Credit.** The Oracle Cloud Service Level Objective Policy, within the Hosting and Delivery Policies and related Cloud Services Pillar documents applicable to the Cloud Services ordered by You, defines a Target Service Availability Level or Target Uptime objective and describes how Oracle calculates such availability. Subject to the terms of this Section and the applicable terms and definitions of the Oracle Cloud Service Level Objective Policy, You may receive a Service Credit in the event that the Service Availability Level or Service Uptime is below the defined target availability or uptime level in two (2) consecutive monthly reporting periods or more than five (5) monthly reporting periods in the past twelve months ("Missed Service Level"). If You have more than one production instance within a Service, the Service Availability Level or Service Uptime will be calculated as an average across all such production instances for a monthly reporting period. You or AST must submit a written request to Oracle (including reference to any applicable service request number) no later than thirty (30) days after the Missed Service Level occurs. Following receipt of Your request and confirmation of Your eligibility to receive a Service Credit (defined below), for each monthly reporting period within the Missed Service Level, AST will credit to Your account an amount equal to one (1) day of Applicable Cloud Services Fees (as defined in the following paragraph) for every 1/10th of a percentage point that the Service Availability Level is below the respective Target Service Availability Level or Target Uptime in the applicable monthly reporting period, up to a maximum credit of 10% of the Applicable Cloud Services Fees paid for that month ("Service Credit"). You shall be eligible to receive only one Service Credit per monthly reporting period of the Missed Service Level.

   For purpose of calculating the Service Credit, "Applicable Cloud Services Fees" means the prorated Cloud Services fees that You paid to AST for the particular Cloud Service for the applicable monthly reporting period in which the Missed Service Level occurred. "Applicable Cloud Services Fees" do not include the fees for other Cloud Services or Professional Services ordered by You, or for other production Services that did not experience Service Availability or Service Uptime Levels below the respective target level. The Service Credit will be provided only towards any outstanding balance for Cloud Services owed to Oracle under this order, and the remittance of such Service Credit will represent Your exclusive remedy, and Oracle's sole liability, for the Missed Service Level.

### 3. Option Years

(a) You shall have an option to renew directly with Oracle the subscription for the Cloud Services acquired on this order at the same usage limits for seven (7) additional 12-month renewal periods, each an "Option Year" for the fees listed below. Professional Services are not included in the Option Years.

- Option Year One: Total Cloud Services fees specified for initial 12-months Services Period under this order x 1.00
- Option Year Two: Total Cloud Services fees for Option Year One x 1.00
- Option Year Three: Total Cloud Services fees for Option Year Two x 1.00
- Option Year Four: Total Cloud Services fees for Option Year Three x 1.00
- Option Year Five: Total Cloud Services fees for Option Year Four x 1.04
- Option Year Six: Total Cloud Services fees for Option Year Five x 1.04
- Option Year Seven: Total Cloud Services fees for Option Year Six x 1.04

(b) The Cloud Services acquired on this order may not be renewed at the Option Year pricing specified above if: (i) Oracle is no

longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this ordering document.

## B. MODIFICATIONS TO THE AGREEMENT

For the purposes of this order with AST only, the following terms modify the terms of the Public Sector Agreement for Oracle Cloud Services by and between You and Oracle America, Inc. (the "**CSA**" or "**Agreement,**" Oracle reference number US-CSA-CPQ-684547):

**1. Limitation of Liability.** The provisions of Section 7 of the CSA are deleted in their entirety and replaced with the following:

**LIMITATION OF LIABILITY**

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. EXCEPT FOR ORACLE'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR MISAPPROPRIATION OF YOUR PERSONAL DATA TO THE EXTENT CAUSED BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS (A "PERSONAL DATA MISAPPROPRIATION") EXCEED THE GREATER OF (A) TWO MILLION DOLLARS ($2,000,000), OR (B) TWO (2) TIMES THE TOTAL AMOUNTS PAID AND PAYABLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER. THE PARTIES AGREE THAT THE REFERENCES TO "DATA" AND "DATA USE" IN SECTION 7.1 ABOVE SHALL NOT BE DEEMED TO PROHIBIT YOU FROM SEEKING DAMAGES FOR A PERSONAL DATA MISAPPROPRIATION UNDER THE TERMS OF THE PRECEDING SENTENCE."

**2. Indemnification. The provisions of Section 8 of the CSA are deleted in their entirety and replaced with the following:**

**INDEMNIFICATION**

8.1. If a third party makes a claim against You (the "Recipient"), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by Oracle (the "Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written

and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4. This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

3. **Subcontractors.** The following sentence is added to the end of the existing paragraph in Section 5.3 of the Agreement:

"Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its resources under, the Agreement, Oracle shall be responsible for the performance of Services under the Agreement by any subcontractors engaged by Oracle to perform such Services."

4. **Termination.** In Section 9.4 of the Agreement, the existing language is replaced with the following:

"9.4. If either You or Oracle materially breaches a term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services received under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered."

5. **Assignment.** In Section 22 of the Agreement, add the following new sentence to the existing paragraph:

"Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent."

6. **Other.** The provisions of Section 17.4 of the CSA are deleted in their entirety and replaced with the following:

"17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F.S. 95.11(2)(b)."

## C. CITY OF JACKSONVILLE TERMS AND CONDITIONS FOR THE ORDER

1. **Maximum Indebtedness.** As required by Section 106.431, *Jacksonville Ordinance Code*, the maximum indebtedness of City under this Ordering Document shall not exceed the fixed sum of One million two hundred thirty-four thousand two hundred one dollars and twenty cents ($1,234,201.20).

2. **Retention of Records/Audit.** To the extent required by Section 126.108(a), Jacksonville Ordinance Code, contractor shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with contractor's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to contractor, at Your Cost, and provided that such audit does not unreasonably interfere with contractor's normal business operations, shall allow access and examination of the Records by You at all reasonable times until the expiration of three (3) years after final payment under the Ordering Document.

3. **Compliance with Laws.** As required by Section 126.108(b), Jacksonville Ordinance Code, contractor must comply with all applicable federal, state, and local laws, rules and regulations as the same exist or as may be amended from time to time. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law).

4. **Non-discrimination.** As required by Section 126.404, Jacksonville Ordinance Code, Oracle represents that it has adopted and will maintain throughout the term of the Ordering Document a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other unlawful factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Oracle agrees that, on written request, no more than once every 12 months, at Your cost, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Ordering Document; provided however, that Oracle shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Ordering Document. Oracle agrees that, if any of the products or Services to be provided pursuant to the Ordering Document are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

5. **Conflicts of Interest.** Oracle acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

6. **Taxes.** If You provide a valid certificate of tax exemption in advance of the date taxes are due, Oracle will not invoice You the taxes described in the Fees and Payment section of the Agreement. In no event shall You be liable for payment of taxes to Oracle if you provide a valid certificate of tax exemption."

Attachment
1to Exhibit A

ORACLE

## ORACLE BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement applies to the Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud (Part number B87365) that City of Jacksonville (the "**City**" or "**you**") have acquired under the order between you and Applications Software Technology Llc ("**AST**"), dated March 28, 2018 (the "**Ordering Document**"), and amends such Ordering Document as set forth herein.

**WHEREAS** you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "**HIPAA**"), govern your use of Electronic Protected Health Information ("**ePHI**") (as defined by 45 C.F.R. § 160.103);

**WHEREAS** Oracle America, Inc. ("**Oracle**") recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

**THEREFORE**, the parties agree to the following:

I. In the event that the Ordering Document requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

A. Not use or further disclose such ePHI other than as permitted or required by the Ordering Document.

B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Ordering Document; additional information concerning such measures may be specified in the Ordering Document.

C. Report to you any use or disclosure of such ePHI in violation of the terms of the Ordering Document of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Ordering Document agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Ordering Document.

E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.

F. Make available to you any requests received by Oracle from individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .

I. At the end of the services under the Ordering Document or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible.

II. Additional Terms

A. You may terminate the applicable Ordering Document if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

C. The terms and conditions of this Business Associate Agreement shall survive termination of the Ordering Document.

D. When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

E. You agree to follow any ePHI handling procedures that are specified in the Ordering Document.

Subject to the modifications herein, the Ordering Document shall remain in full force and effect.

The effective date of this Business Associate Agreement is March 28, 2018. *{to be completed by Oracle}*.

At your request, Oracle has signed this Business Associate Agreement for the Ordering Document first. Except for your signature, printed name, title and signature date below, any handwritten, typewritten or other change or modification to this Business Associate Agreement will render this Business Associate Agreement and the Ordering Document null and void, unless such changes have been specifically agreed to by both parties in writing.

**City of Jacksonville**

*Authorized Signature:* Sam E. Mousa

Name: Sam E. Mousa

Title: Chief Administrative Officer

Signature Date: March 28, 2018

Attest: James R. McCain

Corporation Secretary
City of Jacksonville

**Oracle America, Inc.**

*Authorized Signature:* Elizabeth Hwang

Name: Elizabeth Hwang

Title: Manager, Public Sector Deal Management

Signature Date: Feb 24, 2018

Form Approved:

Office of General Counsel

ORACLE CLOUD

# Oracle Cloud Hosting and Delivery Policies

JUNE 2017

VERSION 2.3

ORACLE

## Table of Contents


1 Oracle Cloud Security Policy 1

1.1 Oracle Information Security Practices - General 1

1.2 User Encryption for External Connections 2

1.3 Physical Security Safeguards 2

1.4 Oracle Software Security Assurance 2

1.5 Customer Security Related Obligations 3

2 Oracle Cloud Service Continuity Policy 3

2.1 Oracle Cloud Services High Availability Strategy 3

2.2 Oracle Cloud Services Backup Strategy 3

3 Oracle Cloud Service Level Objective Policy 3

3.1 Hours of Operation 3

3.2 Service Availability 4

3.2.1 Measurement of Availability 4

3.2.2 Reporting of Availability 4

3.3 Definition of Unplanned Downtime 4

3.4 Monitoring 5

3.4.1 Monitored Components 5

3.4.2 Customer Monitoring & Testing Tools 5

4 Oracle Cloud Change Management Policy 6

4.1 Oracle Cloud Change Management and Maintenance 6

4.1.1 Emergency Maintenance 6

4.1.2 Major Maintenance Changes 6

4.1.3 Data Center Migrations 7

4.2 Software Versioning 7

4.2.1 Software Upgrades and Updates 7

4.2.2 End of Life 7

5 Oracle Cloud Support Policy 7

5.1 Oracle Cloud Support Terms 7

5.1.1 Support fees 7

5.1.2 Support period 7

5.1.3 Technical contacts 8

5.1.4 Oracle Cloud Support 8

5.2 Oracle Cloud Customer Support Systems 8

5.2.1 Cloud Customer Support Portal 8

5.2.2 Live Telephone Support 8

5.3 Severity Definitions 8

5.4 Change to Service Request Severity Level 9

5.4.1 Initial Severity Level 9

5.4.2 Downgrade of Service Request Levels 9

5.4.3 Upgrade of Service Request Levels 9

5.4.4 Adherence to Severity Levels definitions 9

5.5 Service Request Escalation 9

6 Oracle Cloud Suspension and Termination Policy 10

6.1 Termination of Oracle Cloud Services 10

6.2 Termination of Pilot Environments 10

6.3 Suspension Due to Violation 10

## Overview

These Oracle Cloud Hosting and Delivery Policies (these "Delivery Policies") describe the Oracle Cloud Services ordered by You. These Delivery Policies may reference other Oracle Cloud policy documents; any reference to "Customer" in these Delivery Policies or in such other policy documents shall be deemed to refer to "You" as defined in Your order. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the Oracle agreement, Your order or the policy, as applicable.

Your order or Oracle's Service Specifications (such as Cloud Service Pillar documentation or Service Descriptions) may include additional details or exceptions related to specific Oracle Cloud Services. The Cloud Service Pillar documentation, the Service Descriptions and the Program Documentation for Oracle Cloud Services are available at http://www.oracle.com/contracts.

Oracle Cloud Services are provided under the terms of the Oracle agreement, Your order, and Service Specifications applicable to such services. Oracle's delivery of the Oracle Cloud Services is conditioned on Your and Your users' compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of performance, security, or availability of the Oracle Cloud Services provided during the Services Period of Your order.

Oracle Cloud Services are deployed at data centers or third-party infrastructure service providers retained by Oracle, with the exception of Oracle Remote Cloud Services. Oracle Remote Cloud Services Are Public Cloud Services that are deployed at Your data center or at a third-party data center retained by You. You may purchase these services standalone or they may be deployed as the underlying platform for other Oracle Cloud Services. For Oracle Remote Cloud Services, Oracle will deliver to Your data center certain hardware components, including gateway equipment, needed by Oracle to operate these services. You are responsible for providing adequate space, power, and cooling to deploy the Oracle hardware (including gateway equipment) and for ensuring adequate network connectivity for Oracle Cloud Operations to access the services. Oracle is solely responsible for maintenance of the Oracle hardware components (including gateway equipment).

These Delivery Policies do not apply to Oracle BigMachines Express, Oracle ETAWorkforce, or such other Oracle Cloud offerings as specified by Oracle in Your order or the applicable Service Description.

## 1 Oracle Cloud Security Policy

### 1.1 Oracle Information Security Practices - General

Oracle has adopted security controls and practices for Oracle Cloud Services that are designed to protect the confidentiality, integrity, and availability of customer data that is hosted by Oracle in the Oracle Cloud Services. Oracle continually works to strengthen and improve those security controls and practices.

Oracle Cloud Services operates under practices which are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected.

Oracle Cloud information security practices establish and govern areas of security applicable to Oracle Cloud Services and to Your use of those Oracle Cloud Services. Oracle personnel (including employees, contractors, and temporary employees) are subject to the Oracle information security practices and any additional policies that govern their employment or the services they provide to Oracle.

Rather than focusing on individual components, Oracle takes a holistic approach to information security, implementing a multilayered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

For those Oracle Cloud Services which enable You to configure Your security posture, Oracle provides reasonable and appropriate security measures designed to protect the Oracle Cloud Services. Unless otherwise specified, You are responsible for configuring, operating, maintaining, and securing the operating systems and other associated software of these select Oracle Cloud Services (including Your Content) which operating systems and associated software are not provided by Oracle. You are responsible for maintaining appropriate security, protection, and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and the routine archiving of Your Content.

## 1.2 User Encryption for External Connections

Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a TLS enabled connection, that connection is negotiated for at least 128 bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS-certified applications deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each version of Oracle Cloud Services will be made available via a portal accessible to You or in the corresponding Service Description. In some cases, a third party site that You wish to integrate with the Oracle Cloud Services may not accept an encrypted connection. For Oracle Cloud Services where HTTP connections with the third party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

## 1.3 Physical Security Safeguards

Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and Oracle controlled co-locations/datacenters currently include, for example:

- Physical access requires authorization and is monitored.
- All employees and visitors must visibly wear official identification while onsite.
- Visitors must sign a visitor's register and be escorted and/or observed while onsite.
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards.

Additional physical security safeguards are in place for Oracle-controlled Cloud data centers, which currently include safeguards such as:

- Premises are monitored by CCTV.
- Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles.
- Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management.

This section does not apply to Oracle Remote Cloud Services. You must provide secured computing facilities for the hosting and operation of the Oracle Remote Cloud Services-related hardware (including the gateway equipment) required for Oracle to access the Oracle Remote Cloud Services.

## 1.4 Oracle Software Security Assurance

Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products and services, including the Oracle Cloud Services. The OSSA program is described at http://www.oracle.com/us/support/assurance/overview/index.html.

### 1.5 Customer Security Related Obligations

You are responsible for:

- Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements.
- Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the Oracle Cloud Services.
- Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the Oracle Cloud Services.
- Maintaining Customer-managed accounts according to Your policies and security best practices.
- Additionally, for Oracle Remote Cloud Services, You are responsible for providing adequate network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Service from Your networks.

## 2 Oracle Cloud Service Continuity Policy

### 2.1 Oracle Cloud Services High Availability Strategy

Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage.

### 2.2 Oracle Cloud Services Backup Strategy

Oracle periodically makes backups of Your production data in the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval, Oracle may assist You to restore data which You may have lost as a result of Your own actions .

For Oracle Cloud Services which enable You to configure backups in accordance with Your own policies, You are responsible for performing backups and restores of Your data, non-Oracle software, and any Oracle software that is not provided by Oracle as part of these services. Additionally, You are encouraged to develop a business continuity plan to ensure continuity of Your own operations in the event of a disaster.

## 3 Oracle Cloud Service Level Objective Policy

### 3.1 Hours of Operation

The Oracle Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades and as otherwise set forth in the Oracle agreement, Your order and this *Oracle Cloud Service Level Objective Policy*.

## 3.2 Service Availability

Commencing at Oracle's activation of Your production Oracle Cloud Service, Oracle works to meet the Target Service Availability Level, or Target Service Uptime, of 99.5% in accordance with the terms set forth in the Cloud Service Pillar documentation for the applicable Oracle Cloud Service (or such other Target Service Availability Level or Target Service Uptime specified by Oracle for the applicable Oracle Cloud Service in such documentation).

The foregoing is contingent on Your adherence to Oracle's recommended minimum technical configuration requirements for accessing and using the Oracle Cloud Services from Your network infrastructure and Your user work stations as set forth in the Program Documentation for Oracle Cloud Services.

### 3.2.1 Measurement of Availability

Following the end of each calendar month of the applicable Services Period, Oracle measures the Service Availability Level or Service Uptime over the immediately preceding month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime (as defined below) by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

### 3.2.2 Reporting of Availability

Oracle will provide You with access to a Customer notifications portal. This portal will provide metrics on the Service Availability Level for Oracle Cloud Services that You purchased under Your order. For those Oracle Cloud Services for which such metrics are not available via the Customer notifications portal, Oracle will provide metrics on the Service Availability Level upon receipt of a Service Request submitted by You to Oracle requesting the metrics.

## 3.3 Definition of Unplanned Downtime

"Unplanned Downtime" means any time during which the Oracle Cloud Services are not Available, but does not include any time during which the Oracle Cloud Services or any Oracle Cloud Services component are not Available due to:

- A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, performance testing or monitoring agents directed or provided or performed by You;
- Outages caused by scheduled and announced maintenance, or outages initiated by Oracle at Your request or direction or initiated by You for maintenance, activation of configurations, backups or other purposes that require the Oracle Cloud Services to be temporarily taken offline;
- Unavailability of management, auxiliary or administration services, including administration tools, reporting services, utilities, third party software components, or other services supporting core transaction processing, not within the sole control of Oracle;
- Outages resulting from Your equipment, third party equipment or software components not within the sole control of Oracle;
- For Oracle Remote Cloud Services, downtime or other unavailability, including due to maintenance, of Your data center;
- For Oracle Remote Cloud Services, downtime or other unavailability occurring outside the on-site hours defined under Your order for Oracle Cloud Operations personnel at Your data center;
- Events resulting from an interruption or shut down of the Oracle Cloud Services due to circumstances reasonably believed by Oracle to be a significant threat to the normal operation of the Oracle Cloud Services, the operating infrastructure, the facility from which the Oracle Cloud Services are provided, access to, or the integrity of Your Content (e.g., a hacker or malware attack);

- Outages due to system administration, commands, or file transfers performed by Your users or representatives;
- Outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Oracle's other vendors), or other force majeure events or circumstances outside of Oracle's control;
- Inability to access the Oracle Cloud Services or outages caused by Your conduct, including Your negligence or breach of Your contractual obligations;
- Your lack of availability or unreasonable delay in responding to incidents that require Your participation for source identification and/or resolution, including meeting Your responsibilities for any Oracle Cloud Services; or
- Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Your conduct or circumstances outside of Oracle's control.

Oracle Cloud Services are "not available" at any time during which a problem with the service prevents Your connectivity to the service as applicable in the corresponding Cloud Service Pillar documentation.

## 3.4 Monitoring

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud Services and the operation of infrastructure and network components. Oracle does not monitor, or address deviations experienced by any non-Oracle managed components used by You in the Oracle Cloud Services, such as non-Oracle applications.

### 3.4.1 Monitored Components

Oracle monitors the hardware that supports the Oracle Cloud Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database, and other components. Oracle Cloud Operations staff monitors alerts associated with deviations to Oracle defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

### 3.4.2 Customer Monitoring & Testing Tools

For Oracle Cloud Services that provide ssh access to Your service, You may (a) use Your own testing tools or perform network or vulnerability scans or penetration tests to directly or indirectly seek to measure security, or (b) use Your own monitoring tools to directly or indirectly seek to measure availability or performance, based on the guidelines in the Customer notifications portal.

For Oracle Cloud Services that do not provide ssh access, due to potential adverse impact on service performance, security and availability, the use of such tools is not permitted.

You may use or authorize the use of data scraping tools or technologies to collect data available through any Oracle user interface or via web service calls with the express written permission of Oracle. Oracle reserves the right to require Your proposed data scraping tools to be validated and tested by Oracle prior to use in production and to be subsequently validated and tested annually. Oracle may require that a written statement of work be executed to perform such testing and validation work subject to additional fees.

You may not make workload changes beyond the amount permitted under the entitlements provided under Your order.

Oracle reserves the right to remove or disable access to any tools or technologies that violate the guidelines in this section, without any liability to You.

# 4 Oracle Cloud Change Management Policy

## 4.1 Oracle Cloud Change Management and Maintenance

Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by Oracle as part of the Oracle Cloud Services, to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud Services. Oracle follows formal change management procedures to review, test, and approve changes prior to application in the production service.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and customer specific changes. Oracle Cloud Services change management procedures are designed to minimize service interruption during the implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Oracle Cloud Services to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements.

Oracle will provide prior notice of modifications to the standard maintenance period schedule. For Customer-specific changes and upgrades, where feasible, Oracle will coordinate the maintenance periods with You.

For changes that are expected to cause service interruption, the durations of the maintenance periods for planned maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for Service Availability Level (see the *Oracle Cloud Service Level Objective Policy* above). Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

For Oracle Cloud Services which enable You to perform maintenance activities, You are responsible for configuring and maintaining the operating systems and other associated software.

### 4.1.1 Emergency Maintenance

Oracle may be required to execute emergency maintenance in order to protect the security, performance, availability, or stability of the Oracle Cloud Services. Emergency maintenance may include program patching and/or core system maintenance as required. Oracle works to minimize the use of emergency maintenance, and to the extent reasonable under the circumstances as determined by Oracle, will work to provide 24 hours prior notice for any emergency maintenance requiring a service interruption.

### 4.1.2 Major Maintenance Changes

To help ensure continuous stability, availability, security and performance of the Oracle Cloud Services, Oracle reserves the right to perform major changes to its hardware infrastructure, operating software, applications software and supporting application software under its control, typically no more than twice per calendar year. Each such major change event is considered scheduled maintenance and may cause the Oracle Cloud Services to be unavailable. Each such event is targeted to occur at the same time as the scheduled maintenance period. Oracle will work to provide no less than 60 days prior notice of a major change event.

#### 4.1.3 Data Center Migrations

Oracle may migrate Your Oracle Cloud Services deployed in datacenters retained by Oracle between production data centers in the same data center region as deemed necessary by Oracle or in the case of disaster recovery. For data center migrations for purposes other than disaster recovery, Oracle will provide a minimum of 30 days notice to You.

### 4.2 Software Versioning

#### 4.2.1 Software Upgrades and Updates

Oracle requires all Oracle Cloud Services customers to keep the software versions of the Oracle Cloud Services current with the software versions that Oracle designates as generally available (GA) for such Oracle Cloud Services. Software updates or upgrades will follow the release of every GA release and are required for the Oracle Cloud Services in order to maintain version currency. Oracle's obligations under these Delivery Policies (including the *Oracle Cloud Service Continuity Policy*, the *Oracle Cloud Service Level Objective Policy*, and the *Oracle Cloud Support Policy*) are dependent on You maintaining GA version currency. Oracle is not responsible for performance, functionality, availability or security issues experienced with Oracle Cloud Services that may result from running earlier versions.

#### 4.2.2 End of Life

Oracle will not support older versions beyond the End of Life Policy described as follows. Oracle will host and support only the designated GA version of an Oracle Cloud Service. All other versions of the Oracle Cloud Service are considered as "end of life" (EOL). Oracle does not provide Oracle Cloud Services for EOL versions. You are required to complete the Oracle Cloud Services upgrade to the latest version before the EOL of a given version. You acknowledge that failure to complete the upgrade prior to the EOL of an Oracle Cloud Service version may result in an upgrade automatically performed by Oracle or a suspension of the Oracle Cloud Services. In certain circumstances where an Oracle Cloud Service version reaches EOL and Oracle does not make available an upgraded version, Oracle may designate, and require You to transition to, a successor Oracle Cloud Service.

## 5 Oracle Cloud Support Policy

The support described in this *Oracle Cloud Support Policy* applies only for Oracle Cloud Services and is provided by Oracle as part of such Oracle Cloud Services under Your order. Oracle may make available, and You may order for additional fees, additional support service offerings made available by Oracle for the Oracle Cloud Services.

### 5.1 Oracle Cloud Support Terms

#### 5.1.1 Support fees

The fees paid by You for the Oracle Cloud Services under Your order include the support described in this *Oracle Cloud Support Policy*. Additional fees are applicable for additional Oracle support services offerings purchased by You.

#### 5.1.2 Support period

Oracle support for Oracle Cloud Services is effective upon the effective date of your order and reflects a 12 month support period (the "support period") unless otherwise stated in Your order. Oracle is not obligated to provide the support described in this *Oracle Cloud Support Policy* beyond the end of the support period or after termination of these services.

### 5.1.3 Technical contacts

Your technical contacts are the sole liaisons between You and Oracle for Oracle support for Oracle Cloud Services. Those technical contacts must have, at a minimum, initial basic service training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized service/product usage, and migration. Your technical contacts must be knowledgeable about the Oracle Cloud Services in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, Your technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in Oracle support for Oracle Cloud Services, You must notify Oracle whenever technical contact responsibilities are transferred to another individual.

### 5.1.4 Oracle Cloud Support

Oracle support for Oracle Cloud Services consists of:

- Diagnoses of problems or issues with the Oracle Cloud Services.
- Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that those Oracle Cloud Services perform in all material respects as described in the associated Program Documentation.
- Support during Change Management activities described in the *Oracle Cloud Change Management Policy*.
- Assistance with technical service requests 24 hours per day, 7 days a week.
- 24 x 7 access to a Cloud Customer Support Portal designated by Oracle (e.g., My Oracle Support) and Live Telephone Support to log service requests.
- Access to community forums.
- Non-technical Customer service assistance during normal Oracle business hours (8:00 to 17:00) local time.

## 5.2 Oracle Cloud Customer Support Systems

### 5.2.1 Cloud Customer Support Portal

Oracle provides support for the Oracle Cloud Service acquired by You through the Cloud Customer Support Portal designated for that Oracle Cloud Service. Access to the applicable Cloud Customer Support Portal is governed by the Terms of Use posted on the designated support web site, which are subject to change. A copy of these terms is available upon request. Access to the Cloud Customer Support Portal is limited to Your designated technical contacts and other authorized users of the Oracle Cloud Services. Where applicable, the Cloud Customer Support Portal provides support details to Your designated technical contacts to enable use of Oracle support for Oracle Cloud Services. All service notifications and alerts relevant to Your Oracle Cloud Service are posted on this portal.

### 5.2.2 Live Telephone Support

Your technical contacts may access live telephone support via the phone numbers and contact information found on Oracle's support web site at http://www.oracle.com/support/contact.html.

## 5.3 Severity Definitions

Service requests for Oracle Cloud Services may be submitted by Your designated technical contacts via the Cloud Customer Support Portal noted above. The severity level of a service request submitted by You is selected by both You and Oracle, and must be based on the following severity definitions:

**Severity 1**

Your production use of the Oracle Cloud Services is stopped or so severely impacted that You cannot reasonably continue work. You experience a complete loss of service. The impacted operation is mission critical to the

business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- Service crashes, and crashes repeatedly after restart attempts

Oracle will use reasonable efforts to respond to Severity 1 service requests within fifteen (15) minutes. Oracle will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, or as long as useful progress can be made. You must provide Oracle with a technical contact during this 24x7 period to assist with data gathering, testing, and applying fixes. You are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

**Severity 2**

You experience a severe loss of service. Important features of the Oracle Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

**Severity 3**

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

**Severity 4**

You request information, enhancement, or documentation clarification regarding the Oracle Cloud Services, but there is no impact on the operation of such service. You experience no loss of service.

## 5.4 Change to Service Request Severity Level

### 5.4.1 Initial Severity Level

At the time Oracle accepts a service request, Oracle will record an initial severity level of the service request based on the above severity definitions. Oracle's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

### 5.4.2 Downgrade of Service Request Levels

If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

### 5.4.3 Upgrade of Service Request Levels

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

### 5.4.4 Adherence to Severity Levels definitions

You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Oracle Cloud Service. You acknowledge that Oracle is not responsible for any failure to meet performance standards caused by Your misuse or mis-assignment of severity level designations.

## 5.5 Service Request Escalation

For service requests that are escalated, the Oracle support analyst will engage the Oracle service request escalation manager who will be responsible for managing the escalation. The Oracle service request escalation manager will work with You to develop an action plan and allocate the appropriate Oracle resources. If the issue underlying the service request continues to remain unresolved, You may contact the Oracle service request escalation manager to review the service request and request that it be escalated to the next level within Oracle as required. To facilitate the resolution of an escalated service request, You are required to provide contacts within Your organization that are at the same level as that within Oracle to which the service request has been escalated.

# 6 Oracle Cloud Suspension and Termination Policy

## 6.1 Termination of Oracle Cloud Services

After termination or expiration of the Oracle Cloud Services under Your order, or at Your request, Oracle will delete or otherwise render inaccessible the production Oracle Cloud Services, including Your Content residing therein, in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Oracle preventing it from deleting all or part of the service environment.

For a period of no less than 60 days after the termination or expiration of the Oracle Cloud Services, Oracle will make available Your production data via secured protocols, or keep the service system accessible, for the purpose of data retrieval by You. During this period, the service system should not be used for production activities. Oracle has no obligation to retain Your Content after this 60 day period.

If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the service (e.g., My Oracle Support).

Data retrieval and any related assistance by Oracle is not applicable for Oracle Cloud Services that do not store Your Content. You are responsible for ensuring that if those Oracle Cloud Services are dependent on separate Oracle Cloud Services (such as Storage Cloud Service or Database Cloud Services) for the storage of data, those separate Oracle Cloud Services must have a valid duration through the end of the terminating Oracle Cloud Service to enable data retrieval.

For Oracle Remote Cloud Services, You must make available for retrieval by Oracle any Oracle Remote Cloud Service-related hardware components (including the gateway equipment) provided by Oracle in good working order and the same condition as at the start of the Oracle Remote Cloud Services subject to reasonable wear and tear for appropriate use.

## 6.2 Termination of Pilot Environments

This *Oracle Cloud Suspension and Termination Policy* applies to production pilots of Oracle Cloud Services. Production pilots are not available for all Oracle Cloud Services.

## 6.3 Suspension Due to Violation

If Oracle detects a violation of, or is contacted about a violation of, Oracle Cloud Services-related terms and conditions or acceptable use policy, Oracle will assign an investigating agent. The investigating agent may take actions including but not limited to suspension of user accounts, suspension of administrator accounts, or suspension of access to the Oracle Cloud Services until the issues are resolved.

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Integrated Cloud Applications & Platform Services

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Oracle is committed to developing practices and products that help protect the environment

# 1. SaaS Software Subscription Fees

| Identifier | Deliverable | Est. Due Date | Fees |
|---|---|---|---|
| SAS.01-01 | Year 1:Quarterly Oracle Software Subscription Fee | 03/19/18 | $411,400.40 |
| SAS.01-02 | Year 1:Quarterly Oracle Software Subscription Fee | 06/18/18 | $411,400.40 |
| SAS.01-03 | Year 1:Quarterly Oracle Software Subscription Fee | 09/18/18 | $411,400.40 |
| SAS.01-04 | Year 1:Quarterly Oracle Software Subscription Fee | 12/18/18 | $411,400.40 |
| SAS.02-01 | Year 2:Quarterly Oracle Software Subscription Fee | 03/19/19 | $411,400.40 |
| SAS.02-02 | Year 2:Quarterly Oracle Software Subscription Fee | 06/18/19 | $411,400.40 |
| SAS.02-03 | Year 2:Quarterly Oracle Software Subscription Fee | 09/18/19 | $411,400.40 |
| SAS.02-04 | Year 2:Quarterly Oracle Software Subscription Fee | 12/18/19 | $411,400.40 |
| SAS.03-01 | Year 3:Quarterly Oracle Software Subscription Fee | 03/18/20 | $411,400.40 |
| SAS.03-02 | Year 3:Quarterly Oracle Software Subscription Fee | 06/17/20 | $411,400.40 |
| SAS.02-03 | Year 3:Quarterly Oracle Software Subscription Fee | 09/17/20 | $411,400.40 |
| SAS.03-04 | Year 3:Quarterly Oracle Software Subscription Fee | 12/17/20 | $411,400.40 |
| SAS.04-01 | Year 4:Quarterly Oracle Software Subscription Fee | 03/18/21 | $411,400.40 |
| SAS.04-02 | Year 4:Quarterly Oracle Software Subscription Fee | 06/17/21 | $411,400.40 |
| SAS.04-03 | Year 4:Quarterly Oracle Software Subscription Fee | 09/17/21 | $411,400.40 |
| SAS.04-04 | Year 4:Quarterly Oracle Software Subscription Fee | 12/17/21 | $411,400.40 |
| SAS.05-01 | Year 5:Quarterly Oracle Software Subscription Fee | 03/18/22 | $411,400.40 |
| SAS.05-02 | Year 5:Quarterly Oracle Software Subscription Fee | 06/17/22 | $411,400.40 |
| SAS.05-03 | Year 5:Quarterly Oracle Software Subscription Fee | 09/17/22 | $411,400.40 |
| SAS.05-04 | Year 5:Quarterly Oracle Software Subscription Fee | 12/17/22 | $411,400.40 |
| SAS.06-01 | Year 6:Quarterly Oracle Software Subscription Fee | 03/18/23 | $427,856.42 |
| SAS.06-02 | Year 6:Quarterly Oracle Software Subscription Fee | 06/17/23 | $427,856.42 |
| SAS.06-03 | Year 6:Quarterly Oracle Software Subscription Fee | 09/17/23 | $427,856.42 |
| SAS.06-04 | Year 6:Quarterly Oracle Software Subscription Fee | 12/17/23 | $427,856.42 |
| SAS.07-01 | Year 7:Quarterly Oracle Software Subscription Fee | 03/17/24 | $444,970.68 |
| SAS.07-02 | Year 7:Quarterly Oracle Software Subscription Fee | 06/16/24 | $444,970.68 |
| SAS.07-03 | Year 7:Quarterly Oracle Software Subscription Fee | 09/16/24 | $444,970.68 |
| SAS.07-04 | Year 7:Quarterly Oracle Software Subscription Fee | 12/16/24 | $444,970.68 |
| SAS.08-01 | Year 8:Quarterly Oracle Software Subscription Fee | 03/17/25 | $462,769.51 |
| SAS.08-02 | Year 8:Quarterly Oracle Software Subscription Fee | 06/16/25 | $462,769.51 |
| SAS.08-03 | Year 8:Quarterly Oracle Software Subscription Fee | 09/16/25 | $462,769.51 |
| SAS.08-04 | Year 8:Quarterly Oracle Software Subscription Fee | 12/16/25 | $462,769.51 |
| | | Total | $15,570,594.44 |

# 2. SaaS Software Fee Details

| | | | | | |
|---|---|---|---|---|---|
| B86836 | Oracle Fusion Financials Cloud Service - Hosted Named User | 8500 | 12 | 0.70 | $71,400.00 |
| B86838 | Oracle Fusion Expenses Cloud Service - Hosted Expense Report | 8500 | 12 | 0.07 | $7,140.00 |
| B86840 | Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records | 8500 | 12 | 0.07 | $7,140.00 |
| B86841 | Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee | 8500 | 12 | 0.07 | $7,140.00 |
| B86843 | Oracle Fusion Purchasing Cloud Service - Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86848 | Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User | 8500 | 12 | 0.14 | $14,280.00 |
| B86844 | Oracle Fusion Supplier Portal Cloud Service - Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86845 | Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86846 | Oracle Fusion Sourcing Cloud Service - Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86847 | Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86852 | Oracle Fusion Project Management Cloud Service – Hosted Named User | 8500 | 12 | 0.28 | $28,560.00 |
| B86854 | Oracle Fusion Task Management Cloud Service – Hosted Named User | 8500 | 12 | 0.14 | $14,280.00 |
| B86850 | Oracle Fusion Project Financials Cloud Service - Hosted Named User | 8500 | 12 | 0.70 | $71,400.00 |
| B86849 | Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User | 8500 | 12 | 0.56 | $57,120.00 |
| B86855 | Oracle Fusion Grants Management Cloud Service - Hosted Named User | 8500 | 12 | 0.35 | $35,700.00 |
| B86853 | Oracle Fusion Project Resource Management Cloud Service – Hosted Named User | 8500 | 12 | 0.14 | $14,280.00 |
| B69729 | Oracle Fusion Inventory Management Cloud Service – Hosted Named User | 10 | 12 | 24.50 | $2,940.00 |
| B85800 | Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee | 11000 | 12 | 0.91 | $120,120.00 |
| B86334 | Oracle Payroll Cloud Service for United States - Hosted Employee | 11000 | 12 | 0.49 | $64,680.00 |
| B75365 | Oracle Fusion Time and Labor Cloud Service - Hosted Named User | 5000 | 12 | 0.21 | $12,600.00 |
| B84490 | Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each | 4 | 12 | 437.50 | $21,000.00 |
| B81291 | Oracle Fusion Career Development Cloud Service - Hosted Employee | 8500 | 12 | 0.07 | $7,140.00 |
| B85242 | Oracle Learning Cloud Service - Hosted Named User | 8500 | 12 | 0.34 | $34,680.00 |
| B87388 | Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee | 8500 | 12 | 0.44 | $44,880.00 |
| B67293 | Oracle Fusion Performance Management Cloud Service - Hosted Named User | 8500 | 12 | 0.14 | $14,280.00 |
| B67294 | Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User | 8500 | 12 | 0.07 | $7,140.00 |
| B67295 | Oracle Fusion Workforce Compensation Cloud Service – Hosted | 8500 | 12 | 0.21 | $21,420.00 |
| B67291 | Oracle Fusion Goal Management Cloud Service - Hosted Named User | 8500 | 12 | 0.14 | $14,280.00 |
| B85802 | Oracle Financial Consolidation and Close Cloud Service- Hosted Named User | 25 | 12 | 27.50 | $8,250.00 |
| B88579 | Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B85698 | Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User | 150 | 12 | 17.50 | $31,500.00 |
| B88577 | Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B79785 | Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User | 25 | 12 | 8.40 | $2,520.00 |
| B88576 | Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |

# 2. SaaS Software Fee Details

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|
| B86152 | Oracle Profitability and Cost Management Cloud Service – Hosted Named User | 20 | 12 | 35.00 | $8,400.00 |
| B88581 | Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment | 1 | 12 | 275.00 | $3,300.00 |
| B88488 | Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named User | 50 | 12 | 24.38 | $14,625.00 |
| B72236 | Oracle RightNow Universal Core Service Tier 1 Sessions Monthly – 100 session – Monthly Capacity | 100 | 12 | 24.38 | $537.60 |
| B72233 | Oracle RightNow Universal Policy Automation Tier 3 Sessions Monthly – 100 Sessions – Monthly Capacity | 100 | 12 | 2.31 | $2,772.00 |
| B68548 | Oracle RightNow Emails Sent Monthly – 100 emails sent – Monthly Capacity | 100 | 12 | 0.08 | $100.80 |
| B82255 | Oracle RightNow Non-Contact Center User Cloud Service Hosted Non-Contact Center Named User | 1 | 12 | 2.00 | $24.00 |
| B78442 | Oracle Policy Automation Collaboration Cloud Service Hosted Named User | 5 | 12 | 8.00 | $480.00 |
| B86965 | Oracle Policy Automation Agent Cloud Service Collaboration Cloud Service - Hostec Named User | 10 | 12 | 6.40 | $768.00 |
| B79885 | Oracle Field Service Core Managed Cloud Services Hosted Named User | 50 | 12 | 2.40 | $1,440.00 |
| B79887 | Oracle Field Service Mobility Cloud Service Hosted Named User | 50 | 12 | 2.00 | $1,200.00 |
| B79889 | Oracle Field Service Routing Cloud Service Hosted Named User | 50 | 12 | 2.00 | $1,200.00 |
| B79893 | Oracle Field Service Customer Communication Cloud Service - Hosted Named User | 50 | 12 | 1.60 | $960.00 |
| B88386 | Oracle Social Cloud, Basic – Production Environment | 1 | 12 | 52.00 | $624.00 |
| B88389 | Oracle Social Cloud, Basic – Message Data – 1,000 Messages | 100 | 12 | 0.17 | $200.00 |
| B87365 | Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment | 1 | 12 | 250.00 | $3,000.01 |
| B87365 | Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud | 1 | 12 | 583.33 | $7,000.00 |
| B85285 | Oracle SOA Suite Cloud Service – Non-Metered – Hosted Environment | 6 | 12 | 1375.00 | $99,000.00 |
| B83534 | Oracle Database Cloud Service Enterprise Edition Extreme Performance – General Purpose – Non-Metered – Hosted Environment | 1 | 12 | 1250.00 | $15,000.00 |
| B83543 | Oracle Database Backup Service – Non-metered – TB Storage Capacity | 1 | 12 | 16.50 | $198.00 |
| B83456 | Oracle Cloud Infrastructure – Object Storage Classic – Non-metered – TB Storage Capacity | 1 | 12 | 15.00 | $180.00 |
| B83455 | Oracle Cloud Infrastructure – Block Storage Classic – Non-Metered | 1 | 12 | 25.00 | $300.00 |
| B83555 | Oracle Java Cloud Service – Suite – High Memory – Non-Metered – Hosted Environment | 6 | 12 | 0.00 | $0.00 |
| B86141 | Oracle Identity Cloud Service – Standard – Enterprise User – Non-metered – Hosted Named User | 1000 | 12 | 2.00 | $24,000.00 |
| B86144 | Oracle Identity Cloud Service – Basic Enterprise User – Non-metered – Hosted Named User | 7500 | 12 | 0.50 | $45,000.00 |
| B86142 | Oracle Identity Cloud Service – Standard – Non-Enterprise User – Non-Metered – Hosted Named User | 2500 | 12 | 0.01 | $300.00 |
| B86142 | Oracle Identity Cloud Service – Standard – Non-Enterprise User – Non-Metered – Hosted Named User | 1000 | 12 | 0.01 | $120.00 |
| B86141 | Oracle Identity Cloud Service – Standard – Enterprise User – Non-metered – Hosted Named User | 100 | 12 | 2.00 | $2,400.00 |
| B88801 | Oracle Java Cloud Service – High Performance – Government - OCPU Per Hour | 1488 | 12 | 0.48 | $8,640.52 |
| B88797 | Oracle Analytics Cloud – Enterprise – Government – OCPU Per Hour | 7440 | 12 | 2.02 | $180,001.87 |
| B88807 | Oracle Database Backup Service – Storage Capacity – Government – Gigabyte Storage Capacity per Month | 23552 | 12 | 0.02 | $4,239.36 |

# 2. SaaS Software Fee Details

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|
| B88809 | Oracle Database Cloud Service – Government – OCPU per Hour | 11160 | 12 | 0.84 | $112,499.50 |
| B88833 | Oracle Data Integration Platform Cloud – Enterprise – Government – OCPU per Hour | 4464 | 12 | 1.34 | $72,000.75 |
| B88788 | Oracle Cloud Infrastructure – Block Storage Classic – Government – Gigabyte Storage Capacity per month | 7168 | 12 | 0.02 | $1,827.84 |
| B88796 | Oracle Cloud Infrastructure – Object Storage Classic – Government – Gigabyte Storage Capacity per Month | 11264 | 12 | 0.01 | $1,892.35 |
| | | | | Total | $1,[illegible] |

SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AS A SERVICE SOLUTION

BID #: ESC-0549-16

OPEN DATE: 12/14/2016

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based On Evaluation Criteria

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (8) OTHER: (1)

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
On October 26, 2017 approval was granted to enter into negotiations with the highest ranked firm, Applications Software Technology, LLC (AST)/Oracle.

As a result of the negotiations, recommend approval of award to Applications Software Technology, LLC (AST) in the amount of $23,063,150.00, for a period of service five (5) years from contract execution with renewal options up to three (3) additional years. Also, recommend approval of one (1) year subscription services, with the option to renew for up to seven (7) additional years in the amount of $1,234,201.20. The total contract maximum indebtedness not-to-exceed $24,297,351.20.

To be encumbered as follows for current fiscal year:
AFIT53A-069509-ITEF01-02 - $3,151,800.00
AFIT53A-069427-ITEF01-02 - $1,234,201.20

ATTACHMENTS: Recommendation Memo, Exhibits 1 – 3B, Previous Awards

BUYER: CHELSEY FLEMING

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Marlene Russell, Director of Organizational Effectiveness

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 3/15/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/15/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION