10

SINGLE SOURCE AWARD **BID # SS-12883-22**

Subject: Oracle Mission Critical Support for SaaS, Advanced (1Cloud ERP)

Department: Information Technologies Division

Description of Purchase:
Recommend approval to increase the single source award by $207,524.00 with Oracle America, Inc. for an additional 1,789 Cloud Service Unit (CSU) to the existing service contract. The City requires these services to assist the extensive support of the 1Cloud system. The ACS team provides the Mission Critical Support for SaaS (MCS). The period of service will remain the same until October 30, 2023. The revised total award expenditure not-to-exceed $415,078.40.

Funding Source: 53101.113002.531090.000000.00000493.00000.0000000, to be executed by formal contract amendment (City Contract #644931-22, Amendment #1) and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $415,078.40 **Requisition #** FAIT-500433-23

Attachments: Agency Memo, Vendor Ordering Document, Previous Award

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

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 24, 2023

TO: Dustin L. Freeman
Chief of Procurement

VIA: Patrick "Joey" Greive
Director of Finance and Administration / CFO

Patrick Greive Digitally signed by Patrick Greive Date 2023.04.04 15:41:11 -04'00'

FROM: Kenneth E. Lathrop
Chief of Information Technologies / CIO

Kenneth E. Lathrop Digitally signed by Kenneth E. Lathrop Date 2023.03.29 14:37:12 -04'00'

SUBJECT: Single Source Request – Oracle Mission Critical Support for 1Cloud

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The Information Technologies Division, (ITD) requests to amend the managed services contract for the support of the Oracle 1Cloud Enterprise Resource Planning (ERP) System from Oracle Advanced Customer Services (ACS), a division of Oracle America. The City requires these services to assist with extensive support of the 1Cloud system. The ACS team provides the Mission Critical Support for SaaS (MCS) with services that include:

The MCS for SaaS services include:

1. Critical Processes - Monitoring 24/7; Early reaction to issue resolution; Alternative workaround when required; Coordination and communication for problem resolution.
2. Extensions and Integrations - Supporting level 3 & 4 issues; Break-fix support; Extension development for current or existing enhancements; Extensions life-cycle management from SaaS to all other systems.
3. Regression Testing - Aligning to quarterly updates; handling new or existing integration or extensions; Ability to test new modules as released; Changes to configuration or setups; Impact analysis and problem resolution.
4. Business Help desk - Data analysis and reconciliation; Management of workflow, jobs and batches; diagnosis and support of functional issues with root cause for Severity 1; Dedicated functional team that knows the applications and integrations.

This request is to add 1,789 Cloud Service Units (CSU) to the existing services contract #644931-22 referenced from the Oracle Ordering Document CPQ-2473648 in the amount of $207,524.00. The additional CSUs are essential to maintain support from Oracle Mission Critical Support team.

Upon award approval, a request for a formal contract amendment will be made through the Office of General Counsel.

Contract Purchase Agreement not-to-exceed amount: $415,078.40

Tracy Geake Digitally signed by Tracy Geake Date: 2023.03.29 11:38:32 -04'00'

Funding Source: ~~53106.113002.565091.000636.00000000.00000.0000000~~

Correction: 53101.113002.531090.000000.00000493 Tracy Geake 4/6/23

Attachments:

Justification of Single Source (JSS) Form

Oracle Supplier's Single Source Letter

Oracle Ordering Document & Quote CPQ-2856257

CC:

Paul Freeman, Enterprise Applications Manager

Paul Freeman Digitally signed by Paul Freeman Date: 2023.03.27 15:21:50 -04'00'

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Jacksonville	**Contact**	Paul Freeman
Address	117 W Duval St Ste 400 Jacksonville FL 32202	**Phone Number**	9042558062
		Email Address	pfreeman@coj.net

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B87404 - MCS - Oracle Cloud Service Unit - Each	1789	N/A	207,524.00
		Other Fees	207,524.00

Fee Description	Net Fee
Cloud Services Fees	0.00
Consulting / Professional Services Fees	207,524.00
Net Fees	207,524.00
Total Fees	207,524.00

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-684547 effective 28-MAR-2018

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 10-May-2023

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Modifications to the Agreement

For the purposes of this order, the following terms modify the terms of the Public Sector Agreement for Oracle Cloud Services by and between You and Oracle America, Inc. (Oracle reference number US-CSA-CPQ-2473648):

a. Limitation of Liability. The provisions of Section 7 of the Master Agreement are deleted in their entirety and replaced with the following:

"7. 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 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. "

b. Indemnification. The provisions of Section 8 of the Master Agreement 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."

c. Termination. In Section 9.4 of the Master 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 non -breaching 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."

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

e. Other. The provisions of Section 17.4 of the Master Agreement 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)."

2. City of Jacksonville Terms and Conditions for the Order

a. Maximum Indebtedness. As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of City (as it relates to fees due for Services performed by Oracle) for the first twelve (12) months of the Services Period specified in the ordering document shall not exceed the fixed sum of Two hundred seven thousand five hundred fifty-four and four tenths- and 20/100 Dollars ($ 207,554.40).

b. Retention of Records/Audit. To the extent required by Section 126.108(a), Jacksonville Ordinance Code, Oracle shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with Oracle's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to Oracle, at Your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations, Oracle 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. For the avoidance of doubt, the parties agree that "all reasonable times" as used in the immediately preceding sentence shall mean no more frequently than once every 12 months.

c. Compliance with Laws. Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Ordering Document and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Ordering Document and impose obligations directly upon You with respect to the Services. For the avoidance of doubt, the parties acknowledge that 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); and that a law is not required to utilize the actual name of a party in order to be expressly applicable to that party.

d. 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.

e. 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 . Ownership of Oracle stock does not create an impermissible financial interest.

f. 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 for the Services provided under this ordering document .

3. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

4. No Auto-Renewal

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

5. Terms for Consulting/Professional Services

Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes may be invoiced (i.) upon Your execution of and Oracle's acceptance of this order in advance of service performance for fixed fee services; or (ii.) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g. public sector accounts); or (iii.) monthly as services are performed for Time and Materials services which are identified above as "per Hour". You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

Assumptions and obligations for Consulting/Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

6. Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies ("Policies") available at http://www.oracle.com/contracts apply only to the Consulting/Professional Services you have acquired under this order.

7. ORACLE MANAGED CLOUD SERVICES TERMS

The terms in this Oracle Managed Cloud Services Terms section apply only to services in the Cloud Services and/or Consulting/Professional Services Ordered tables on the first page of this order beginning with "MCS - " (individually, a "Managed Cloud Service", and collectively, the "Managed Cloud Services"). Capitalized terms used in this section but not defined within this order have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

a. Services Ordered

The Managed Cloud Services purchased by You under this order are described in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/contracts.

b. Your Obligations

You acknowledge that Oracle's ability to perform the Managed Cloud Services depends upon your fulfillment of the following obligations:

1. You acknowledge that the Managed Cloud Services are designed with capabilities for You and Your Users to access the Managed Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Managed Cloud Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

2. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Managed Cloud Services via a network connection that meets Oracle's specifications.

3. You acknowledge that (i) you have separately acquired and will continue to maintain for the duration of the Managed Cloud Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Managed Cloud Services are provided, (ii) you will maintain licenses and technical support for any Third Party Software or Required Software used in your Environment(s), and (iii) your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained.

4. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the services under this order. Unless specified otherwise in a Service Description, you are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Managed Cloud Service.

5. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Managed Cloud Services.

6. The performance of Managed Cloud Services is contingent upon you meeting your obligations and responsibilities as described in the Service Specifications and applicable Service Description. You acknowledge and agree that (i) any exception to your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

7. You acknowledge and agree that if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, due to your failure to meet the obligations and responsibilities specified in the Service Description, you will be required to purchase applicable additional services from Oracle.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Managed Cloud Services in excess of Your rights. If You do not pay, Oracle can end Your Managed Cloud Services.

c. Services Period

The Services Period of the Managed Cloud Service shall begin on the execution of this order and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Service Description within the timeframe set forth in the Service Description, or

the Cloud Services table on the first page of this order, (ii) the end of the term specified in the Cloud Services table on the first page of this order; or (iii) the termination or expiration of the Managed Cloud Services in accordance with the Agreement or this order (the "Managed Cloud Services Period").

Any unused Managed Cloud Service remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such services.

d. Warranty and Disclaimers

The sole and exclusive warranty for a Managed Cloud Service is that Oracle warrants that the service will be provided in all material respects in accordance with the Service Level set forth in the applicable Service Description in the Oracle Managed Cloud Services Service Descriptions; if such Service Description does not contain a Service Level, the sole and exclusive warranty for such service is that Oracle warrants that the Managed Cloud Service will be provided in all material respects with the applicable Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

e. Exclusive Remedy

If a Managed Cloud Service provided to You for any given month during the term of such service was not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If a Managed Cloud Service has a Service Level set forth in the applicable Service Description, and such service was deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in such Service Description. For deficiency of any other Managed Cloud Service, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable Managed Cloud Service.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

f. Use of Managed Cloud Services

Oracle may make changes or updates to the Managed Cloud Services during the Managed Cloud Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that (i) if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description due to your failure to meet the obligations and responsibilities specified in the Service Description or this order, you will be required to purchase applicable additional services from Oracle; use of Managed Cloud Service in a manner not consistent with the Service Specifications and the Service Descriptions may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the service is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

g. Data Privacy

In performing Non-Cloud service offerings identified as Advanced Customer Support ("ACS") or Managed Cloud Services ("MCS") under this order, Oracle will comply with the Oracle Services Privacy Policy, and the following:

For ACS services the Oracle Consulting & Advanced Customer Services Security Practices,

For MCS services the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Service Descriptions.

The Services Privacy Policy is available at http://www.oracle.com/legal/privacy/services-privacy-policy.html and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at http://www.oracle.com/contracts and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in Your order. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Services Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts.

During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. Unless otherwise specified in this order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in this order. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

8. Governing Terms

The terms that apply to this Expansion of the specified Cloud Services are: (a) the terms in Your previous order (CPQ-2473648) for the Cloud Services and (b) the terms in Your agreement that is referenced in that order.

9. Oracle Data Processing Agreement for Oracle Consulting and Advanced Customer Services

a. To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference.

b. For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A		

City of Jacksonville

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Jacksonville	**Customer Name**	City of Jacksonville
Customer Address	117 W Duval St Ste 400 Jacksonville FL 32202	**Customer Address**	117 W Duval St Ste 400 Jacksonville FL 32202
Contact Name	Paul Freeman	**Contact Name**	Paul Freeman
Contact Phone	9042558062	**Contact Phone**	9042558062
Contact Email	pfreeman@coj.net	**Contact Email**	pfreeman@coj.net

SINGLE SOURCE AWARD **BID # SS-12883-22**

Subject: Oracle Mission Critical Support for SaaS, Advanced (1Cloud ERP)

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Oracle America, Inc. for the support of Oracle 1Cloud Enterprise Resource Planning (ERP) System from Oracle Advanced Customer Services (ACS), a division of Oracle America. The City requires these services to assist the extensive support of the 1Cloud system. The ACS team provides the Mission Critical Support for SaaS (MCS). The period of service will be 14 months from the effective date of the Ordering Document. The requested total expenditure not to exceed $207,554.40.

Funding Source: 53106.113002.565091.000636.00000000.00000 0000000, to be executed by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $207,554.40 **Requisition #** FAIT-501803-22

Attachments: Agency Memo, Single Source Form, Vendor Letter, Vendor Ordering Document

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eckert

CHAIRMAN

DATE 7/21/2022

Charlotte Reed

Jim R. McCarty

ACTION OF AWARDING AUTHORITY

DATE: 7-26-2022

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM GB-114, Revised 12/2007

#644931-22

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Jacksonville	**Contact**	Paul Freeman
Address	117 W Duval St Ste 400 Jacksonville FL 32202	**Phone Number**	9042558062
		Email Address	pfreeman@coj.net

Renew Subscription Term: 31-Aug-2022 to 30-Oct-2023

Service Period: 14 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B88098 - MCS - Oracle Mission Critical Support for SaaS, Advanced	NORTH AMERICA	1	14 mo	12,414.60	173,804.40
			Subtotal		173,804.40

Consulting / Professional Services Fees	**Quantity**	**Term**	**Net Fee**
B87404 - MCS - Oracle Cloud Service Unit - Each	300	N/A	33,750.00
		Other Fees	33,750.00

Fee Description	**Net Fee**
Cloud Services Fees	173,804.40
Consulting / Professional Services Fees	33,750.00
Net Fees	207,554.40
Total Fees	207,554.40

A. Terms of Your Order

1. Applicable Agreement:

a. Oracle Cloud Services Agreement US-CSA-CPQ-684547 effective 28-MAR-2018

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 9-Sep-2022

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Modifications to the Agreement

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

a. Limitation of Liability. The provisions of Section 7 of the Master Agreement are deleted in their entirety and replaced with the following:

"7. 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 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. "

b. Indemnification. The provisions of Section 8 of the Master Agreement 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."

c. Termination. In Section 9.4 of the Master 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 non -breaching 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."

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

e. Other. The provisions of Section 17.4 of the Master Agreement 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)."

2. City of Jacksonville Terms and Conditions for the Order

a. Maximum Indebtedness. As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of City (as it relates to fees due for Services performed by Oracle) for the first twelve (12) months of the Services Period specified in the ordering document shall not exceed the fixed sum of Two hundred seven thousand five hundred fifty-four and four tenths- and 20/100 Dollars ($ 207,554.40).

b. Retention of Records/Audit. To the extent required by Section 126.108(a), Jacksonville Ordinance Code, Oracle shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with Oracle's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to Oracle, at Your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations, Oracle 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.

For the avoidance of doubt, the parties agree that "all reasonable times" as used in the immediately preceding sentence shall mean no more frequently than once every 12 months.

c. Compliance with Laws. Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Ordering Document and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Ordering Document and impose obligations directly upon You with respect to the Services. For the avoidance of doubt, the parties acknowledge that 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); and that a law is not required to utilize the actual name of a party in order to be expressly applicable to that party.

d. 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.

e. 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 . Ownership of Oracle stock does not create an impermissible financial interest.

f. 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 for the Services provided under this ordering document .

3. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

4. No Auto-Renewal

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

5. Oracle Data Processing Agreement for Oracle Consulting and Advanced Customer Services

a. To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference.

b. For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A		

6. Terms for Consulting/Professional Services

Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes may be invoiced (i.) upon Your execution of and Oracle's acceptance of this order in advance of service performance for fixed fee services; or (ii.) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g. public sector accounts); or (iii.) monthly as services are performed for Time and Materials services which are identified above as "per Hour". You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

Assumptions and obligations for Consulting/Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

7. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

8. Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies ("Policies") available at http://www.oracle.com/contracts apply only to the Consulting/Professional Services you have acquired under this order.

9. ORACLE MANAGED CLOUD SERVICES TERMS

The terms in this Oracle Managed Cloud Services Terms section apply only to services in the Cloud Services and/or Consulting/Professional Services Ordered tables on the first page of this order beginning with "MCS - " (individually, a "Managed Cloud Service", and collectively, the "Managed Cloud Services"). Capitalized terms used in this section but not defined within this order have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

a. Services Ordered

The Managed Cloud Services purchased by You under this order are described in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/contracts.

b. Your Obligations

You acknowledge that Oracle's ability to perform the Managed Cloud Services depends upon your fulfillment of the following obligations:

1. You acknowledge that the Managed Cloud Services are designed with capabilities for You and Your Users to access the Managed Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Managed Cloud Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

2. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Managed Cloud Services via a network connection that meets Oracle's specifications.

3. You acknowledge that (i) you have separately acquired and will continue to maintain for the duration of the Managed Cloud Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Managed Cloud Services are provided, (ii) you will maintain licenses and technical support for any Third Party Software or Required Software used in your Environment(s), and (iii) your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained.

4. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the services under this order. Unless specified otherwise in a Service Description, you are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Managed Cloud Service.

5. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Managed Cloud Services.

6. The performance of Managed Cloud Services is contingent upon you meeting your obligations and responsibilities as described in the Service Specifications and applicable Service Description. You acknowledge and agree that (i) any exception to your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

7. You acknowledge and agree that if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, due to your failure to meet the obligations and responsibilities specified in the Service Description, you will be required to purchase applicable additional services from Oracle.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Managed Cloud Services in excess of Your rights. If You do not pay, Oracle can end Your Managed Cloud Services.

c. Services Period

The Services Period of the Managed Cloud Service shall begin on the execution of this order and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Service Description within the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, (ii) the end of the term specified in the Cloud Services table on the first page of this order; or (iii) the termination or expiration of the Managed Cloud Services in accordance with the Agreement or this order (the "Managed Cloud Services Period").

Any unused Managed Cloud Service remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such services.

d. Warranty and Disclaimers

The sole and exclusive warranty for a Managed Cloud Service is that Oracle warrants that the service will be provided in all material respects in accordance with the Service Level set forth in the applicable Service Description in the Oracle Managed Cloud Services Service Descriptions; if such Service Description does not contain a Service Level, the sole and exclusive warranty for such service is that Oracle warrants that the Managed Cloud Service will be provided in all material respects with the applicable Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

e. Exclusive Remedy

If a Managed Cloud Service provided to You for any given month during the term of such service was not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If a Managed Cloud Service has a Service Level set forth in the applicable Service Description, and such service was deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in such Service Description. For deficiency of any other Managed Cloud Service, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable Managed Cloud Service.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

f. Use of Managed Cloud Services

Oracle may make changes or updates to the Managed Cloud Services during the Managed Cloud Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that (i) if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description due to your failure to meet the obligations and responsibilities specified in the Service Description or this order, you will be required to purchase applicable additional services from Oracle; use of Managed Cloud Service in a manner not consistent with the Service Specifications and the Service Descriptions may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the service is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

g. Data Privacy

In performing Non-Cloud service offerings identified as Advanced Customer Support ("ACS") or Managed Cloud Services ("MCS") under this order, Oracle will comply with the Oracle Services Privacy Policy, and the following:

For ACS services the Oracle Consulting & Advanced Customer Services Security Practices,

For MCS services the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Service Descriptions.

The Services Privacy Policy is available at http://www.oracle.com/legal/privacy/services-privacy-policy.html and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at http://

www.oracle.com/contracts and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in Your order. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Services Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts.

During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. Unless otherwise specified in this order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in this order. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

City of Jacksonville		Oracle America, Inc.	DocuSigned by:
Signature		Signature	Jake Camarillo
Name	Brian Hughes	Name	Jake Camarillo
Title	Chief Administrative Officer For Mayor Lenny Curry Under Authority of Executive Order No. 2018-02	Title	Manager, Americas SSC, Deal Management
Signature Date	9/19/2022	Signature Date	02-Sep-2022 | 12:13 PM CDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Jacksonville	Customer Name	City of Jacksonville
Customer Address	117 W Duval St Ste 400 Jacksonville FL 32202	Customer Address	117 W Duval St Ste 400 Jacksonville FL 32202
Contact Name	Paul Freeman	Contact Name	Paul Freeman
Contact Phone	9042558062	Contact Phone	9042558062
Contact Email	pfreeman@coj.net	Contact Email	pfreeman@coj.net

FORM APPROVED

By: James R McCain Jr.
Office of General Counsel

ATTEST:

James R McCain Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded 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 644931-22

G:\Gov't Operations\NEILLM\MISCDOCS\!DirFin#2&Form Approval.wpd

Exhibit A

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

A. MODIFICATIONS TO THE AGREEMENT

For the purposes of this order 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 and of Exhibit 1, Section D of the Ordering Document are deleted in their entirety. Limitation of liability shall be governed by the following:

   "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 Exhibit A - Page 2 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 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 CSA:

"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. Notwithstanding anything to contrary Oracle's Professional Services Delivery Policies, Oracle does not anticipate the use of any subcontractors to perform the services to be performed under this Ordering Document. Any such use of subcontractors in the future will be incorporated via a bilateral modification to this Ordering Document, with any other necessary clauses and representations related to subcontractor use."

4. **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."

5. **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)."

B. CITY OF JACKSONVILLE TERMS AND CONDITIONS OF 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 fifty-six thousand two hundred fifty dollars ($56,250.00).

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. For the avoidance of doubt, the parties agree that "all reasonable times" as used in the immediately preceding sentence shall mean no more frequently than once every 12 months.

3. **Compliance with Laws.** Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Ordering Document and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Ordering Document and impose obligations directly upon You with respect to the Services. For the avoidance of doubt, the parties acknowledge that 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); and that a law is not required to utilize the actual name of a party in order to be expressly applicable to that party.

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.

7. **Public Records.**

The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor. The City by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on the City's behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" the City pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor may contact the City's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The City cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by the City of Jacksonville ("City") in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the

Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; RRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

8. E-Verify

In accordance with Section 448.095, Florida Statutes, Oracle shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of this Agreement. Oracle shall provide evidence of compliance with this provision to the City. Failure to comply with this provision shall be a material breach of this Agreement, and the City may choose to terminate this Agreement in accordance with Section 9.4 of the Agreement. Oracle further agrees to comply with any additional obligations under Section 448.095, Florida Statutes which by their nature are directly applicable to Oracle as a Contractor as defined in the statute.