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 $8,728.13 for Oracle Additional Test Environment - Oracle Fusion Cloud Service. The revised total contract expenditure not-to-exceed $26,499,430.72.

Funding to be encumbered by account AFIT531FERP–03118 to be executed by formal contract amendment(Contract#10421) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Ordering Document, Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA 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 _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

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.

October 16, 2019

10/17/19 11:40:42
Procurement Division

TO: Gregory W. Pease
Chief of Procurement

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

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

SUBJECT: ESC-0549-16–Enterprise Resource Planning (ERP)-Additional Instances-Amendment #3

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 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 these 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 agreement 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.

On March 28, 2018, 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 for $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.

On April 4, 2019, Project Change Order Request - SOA.CR-01 - Technical Training Classes was awarded for $45,000 and the 1st Renewal Option was awarded in the amount of $1,708,320.99. The change order increased the implementation services not-to-exceed amount to $23,136,950.00. The renewal option increased the SaaS Software Subscription not-to-exceed amount to $3,353,922.59.

On May 2, 2019 1st Renewal Option- Amendment #1 was approved to decrease the award for the SaaS Software Subscription due to the removal of specific products of the Data Integration Platform Cloud (DIPC) services. The amendment decreased the SaaS Software Subscription by $97,620.32 to adjust the not-to-exceed amount to $1,610,700.67 and the revised total contract expenditure not-to-exceed amount to $26,393,252.27.

On May 23, 2019 1st Renewal Option-Amendment #2 was approved to increase the award for the SaaS Software Subscription due to the replacement of the new products and part numbers of the Data Integration Platform Cloud (DIPC) services. The amendment increased the SaaS Software Subscription by $97,450.32 to adjust the not-to-exceed amount to $1,708,150.99 and the revised total contract expenditure not-to-exceed amount to $26,490,702.59.

Ordering Document with AST (Exhibit 3):
The Information Technologies Division, (ITD) requests to amend the SaaS Software Subscription Ordering Document with AST (Exhibit 3). This amendment request #3 increases the SaaS Software Subscription amount by $8,728.13 to adjust the not-to-exceed amount to $1,716,879.12 for the period of the approved contract amendment thru March 27, 2020. The final quarterly payment for the 1strenewal will be $435,765.83. This amendment revises the total contract expenditure not-to-exceed amount to $26,499,430.72.

This amendment is required due to the complexity of running 3 phases of the project simultaneously. Each phase requires multiple test instances and with the schedule change of Phase 1, the management of the environments/instances has become a risk to the project. These additional instances will provide a strategic approach to maintaining integrity and continuity of the deployment architecture.

Date	Award	Master Services Contract with AST (Exhibit 1): AST – Implementation Services City Contract #10420	Ordering Document with AST (Exhibit 3): AST – Software Subscription City Contract #10421	Total Not-To Exceed
03/15/18	Initial Award	$ 23,063,150.00	$ 1,234,201.20	$ 24,297,351.20
12/13/18	P1.CR.1-01	$ 28,800.00		$ 24,326,151.20
04/04/19	1st Renewal - SOA.CR-01	$ 45,000.00		
	True-Up		$ 411,400.40	
	Ordering Document Changes		$ 1,708,320.99	$ 26,490,872.59
05/02/19	Amendment #1 (Decrease-DIPC Services)		$ (97,620.32)	$ 26,393,252.27
05/23/19	Amendment #2 (Increase-New DIPC Services)		$ 97,450.32	$ 26,490,702.59
In Process	Amendment #3 (Increase-Additional Instances)		$ 8,728.13	$ 26,499,430.72
		$ 23,136,950.00	**$ 3,362,480.72**	**$ 26,499,430.72**

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	$ 2,128,279.52
Total Maximum Indebtedness		$ 26,499,430.72

Attachments:
Oracle SaaS Ordering Document – Additional Test Instances
Attachment C – Revised Software Payment Schedule Additional Test Instances - Amendment 3

CC:
Marlene Russell, Director of Organizational Effectiveness
Kenneth Lathrop, Chief of Information Technologies/CIO

Oracle SaaS Ordering Document

Partner Name	Applications Software Technology LLC	**Partner Contact**	Sandy Wade
Partner Address	4343 Commerce Ct STE 701 Lisle, IL-60532	**Phone Number** **Email Address**	630 201-9627 ap@astcorporation.com

End User Name	City of Jacksonville	**End User Technical Contact**	Michael Turner
End User Address	117 W Duval St Ste 400 JACKSONVILLE FL 32202	**Phone Number** **Email Address**	904 255 8413 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 Month
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	6.65
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	6.65
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	6.65

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 by and between Oracle and the City of Jacksonville (the "end user")

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 31-October-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.

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

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 (6) 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 1.04
- 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

(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 numberUS-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."

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	Invoiced
SAS.01-02	Year 1:Quarterly Oracle Software Subscription Fee	06/18/18	$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	03/19/19	$427,037.70	Invoiced
SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee	06/19/19	$427,037.70	Invoiced
SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee	09/18/19	$427,037.70	Invoiced
SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee*	12/18/19	$435,765.83	
SAS.03-01	Year 3:Quarterly Oracle Software Subscription Fee**	03/18/20	$431,993.67	
SAS.03-02	Year 3:Quarterly Oracle Software Subscription Fee**	06/18/20	$431,993.67	
SAS.02-03	Year 3:Quarterly Oracle Software Subscription Fee**	09/17/20	$431,993.67	
SAS.03-04	Year 3:Quarterly Oracle Software Subscription Fee**	12/17/20	$431,993.67	
SAS.04-01	Year 4:Quarterly Oracle Software Subscription Fee**	03/18/21	$431,993.67	
SAS.04-02	Year 4:Quarterly Oracle Software Subscription Fee**	06/18/21	$431,993.67	
SAS.04-03	Year 4:Quarterly Oracle Software Subscription Fee**	09/17/21	$431,993.67	
SAS.04-04	Year 4:Quarterly Oracle Software Subscription Fee**	12/17/21	$431,993.67	
SAS.05-01	Year 5:Quarterly Oracle Software Subscription Fee**	03/18/22	$431,993.67	
SAS.05-02	Year 5:Quarterly Oracle Software Subscription Fee**	06/18/22	$431,993.67	
SAS.05-03	Year 5:Quarterly Oracle Software Subscription Fee**	09/17/22	$431,993.67	
SAS.05-04	Year 5:Quarterly Oracle Software Subscription Fee**	12/17/22	$431,993.67	
SAS.06-01	Year 6:Quarterly Oracle Software Subscription Fee**	03/18/23	$449,273.41	
SAS.06-02	Year 6:Quarterly Oracle Software Subscription Fee**	06/18/23	$449,273.41	
SAS.06-03	Year 6:Quarterly Oracle Software Subscription Fee**	09/17/23	$449,273.41	
SAS.06-04	Year 6:Quarterly Oracle Software Subscription Fee**	12/17/23	$449,273.41	
SAS.07-01	Year 7:Quarterly Oracle Software Subscription Fee**	03/17/24	$467,244.35	
SAS.07-02	Year 7:Quarterly Oracle Software Subscription Fee**	06/17/24	$467,244.35	
SAS.07-03	Year 7:Quarterly Oracle Software Subscription Fee**	09/16/24	$467,244.35	
SAS.07-04	Year 7:Quarterly Oracle Software Subscription Fee**	12/16/24	$467,244.35	
SAS.08-01	Year 8:Quarterly Oracle Software Subscription Fee**	03/17/25	$485,934.12	
SAS.08-02	Year 8:Quarterly Oracle Software Subscription Fee**	06/17/25	$485,934.12	
SAS.08-03	Year 8:Quarterly Oracle Software Subscription Fee**	09/16/25	$485,934.12	
SAS.08-04	Year 8:Quarterly Oracle Software Subscription Fee**	12/16/25	$485,934.12	
		Total	**14,156,212.03**	

* Additional Instance Fee for 6.65 months added to Q4 payments

** Line 15-38 Adjusted for additional instances (full year) and technology adjusted to full year (instead of 10.33 months)

2. Consolidated Oracle Software Fee Details (1st renewal Mar, 2019 - March, 2020)

Part#	Item	Qty	Term	Monthly Unit Pric	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

Attachment C - Software Pay Schedule

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	1,200	12	2.03	$29,250.00
B72237	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity	6,000	12	0.04	$2,688.00
B72234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity	1,800	12	0.19	$4,158.00
B68251	Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity	1,200	12	0.08	$100.80
B82256	Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month	6,012	12	0.17	$12,000.00
B78444	Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	1,200	12	8.00	$9,600.00
B86967	Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month	1,200	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
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	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
B90937	Oracle Identity Foundation Cloud Service - Government - Each	1	12	0.0000	$0.00
B90565	Oracle Identity Cloud Service - Enterprise User Government - User per Month	8,600	12	0.7514	$77,544.94
B90566	Oracle Identity Cloud Service - Consumer User Government - User per Month	3,500	12	0.0579	$2,430.00
L42187	Oracle Data Integrator Enterprise Edition - Processor	6	12	12120.1300	$72,720.76
B90560	Oracle Cloud Infrastructure Database Cloud Service - Enterprise Edition Extreme Performance - OCPU per Hour	1,488	10.3	0.9866	$15,149.93
B89435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month	1,024	10.3	0.0252	$266.31
B89437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	2,048	10.3	0.0151	$319.14
B89436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	1,024	10.3	0.0024	$25.00
B89422	Oracle Cloud Infrastructure Compute - Virtual Machine - Standard - X7 - Government OCPU per Hour	4,464	10.3	0.1947	$8,968.99

Attachment C - Software Pay Schedule

B89432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	3,072	10.3	0.0000	$0.00
B90937	Oracle Identity Foundation Cloud Service - Government - Each	1	10.3	0.0000	$0.00
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	3	6.65	437.50	$8,728.13
				Total 2020	**$1,716,878.93**
				Total 2021	**$1,727,974.66**

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 $97,450.32 due to Oracle revised the Data Warehouse Integration Platform to include new additional products, part numbers and costs that were not available during the 1st renewal. The revised total contract expenditure not-to-exceed $26,490,702.59.

Funding to be encumbered by account AFIT53A–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, Vendor Ordering Document, Previous Awards

BUYER: _____ RUBEN OLA

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: 5/23/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/23/19

APPROVED _____ 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.

May 17, 2019

TO: Gregory W. Pease
Chief of Procurement

JPS 5/17/19

VIA: Kenneth Lathrop
Chief of Information Technologies/CIO Kenneth E. Lathrop 05/17/19 09:23:29 Procurement Division

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

SUBJECT: ESC-0549-16 – Enterprise Resource Planning (ERP) – 1st Renewal Option-Amendment #2

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 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 these 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 agreement 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.

On March 28, 2018, 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 for $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.

On April 4, 2019, Project Change Order Request - SOA.CR-01 - Technical Training Classes was awarded for $45,000 and the 1st Renewal Option was awarded in the amount of $1,708,320.99. The change order increased the implementation services not-to-exceed amount to $23,136,950.00. The renewal option increased the SaaS Software Subscription not-to-exceed amount to $3,353,922.59.

On May 2, 2019 1st Renewal Option- Amendment #1 was approved to decrease the award for the SaaS Software Subscription due to the removal of specific products of the Data Integration Platform Cloud (DIPC) services. The amendment decreased the not-to-exceed amount of the SaaS Software Subscription by $97,620.32 to adjust the revised total contract expenditure not-to-exceed amount to $26,393,252.27.

Ordering Document with AST (Exhibit 3):
The Information Technologies Division, (ITD) requests to amend the year one (1) of seven (7) renewal options of the Ordering Document with AST (Exhibit 3). This amendment request #2 increases the SaaS Software Subscription amount by $97,450.32 to adjust the not-to-exceed amount to $1,708,150.99 for the period of March 28, 2019 thru March 27, 2020. The 1st renewal quarterly payment will be $402,675.17, this 2nd amendment quarterly payment will be $24,362.53 for a total quarterly payment of $427,037.70 for the 1st year renewal period. This amendment revises the total contract expenditure not-to-exceed amount to $26,490,702.59.

This amendment is required due to Oracle revised the Data Warehouse Integration Platform. This transition necessitates the addition of new products, part numbers and costs that were not available during the 1st renewal. A separate Ordering Document and Software Payment Schedule were created by Oracle to handle these additions to the 1st renewal. The documents will be merged during the 2nd renewal option.

	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	$ 26,490,872.59
Amendment #1		$ (97,620.32)	$ 26,393,252.27
Amendment #2		$ 97,450.32	$ 26,490,702.59
	$ 23,136,950.00	**$ 3,353,752.59**	**$ 26,490,702.59**

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	$ 2,119,551.39
Total Maximum Indebtedness		$ 26,490,702.59

Attachments:
Oracle SaaS Ordering Document First Renewal – Integration Replacement
Attachment C – Software Payment Schedule First Renewal - Amendment 2

CC:
Marlene Russell, Director of Organizational Effectiveness
Kenneth Lathrop, Chief of Information Technologies/CIO

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	Invoiced
SAS.01-02	Year 1:Quarterly Oracle Software Subscription Fee	06/18/18	$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	03/19/19	$24,362.53	
SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee	06/19/19	$24,362.53	
SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee	09/18/19	$24,362.53	
SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee	12/18/19	$24,362.53	
SAS.03-01	Year 3:Quarterly Oracle Software Subscription Fee	03/18/20	$24,362.53	
SAS.03-02	Year 3:Quarterly Oracle Software Subscription Fee	06/18/20	$24,362.53	
SAS.02-03	Year 3:Quarterly Oracle Software Subscription Fee	09/17/20	$24,362.53	
SAS.03-04	Year 3:Quarterly Oracle Software Subscription Fee	12/17/20	$24,362.53	
SAS.04-01	Year 4:Quarterly Oracle Software Subscription Fee	03/18/21	$24,362.53	
SAS.04-02	Year 4:Quarterly Oracle Software Subscription Fee	06/18/21	$24,362.53	
SAS.04-03	Year 4:Quarterly Oracle Software Subscription Fee	09/17/21	$24,362.53	
SAS.04-04	Year 4:Quarterly Oracle Software Subscription Fee	12/17/21	$24,362.53	
SAS.05-01	Year 5:Quarterly Oracle Software Subscription Fee	03/18/22	$24,362.53	
SAS.05-02	Year 5:Quarterly Oracle Software Subscription Fee	06/18/22	$24,362.53	
SAS.05-03	Year 5:Quarterly Oracle Software Subscription Fee	09/17/22	$24,362.53	
SAS.05-04	Year 5:Quarterly Oracle Software Subscription Fee	12/17/22	$24,362.53	
SAS.06-01	Year 6:Quarterly Oracle Software Subscription Fee	03/18/23	$25,337.03	
SAS.06-02	Year 6:Quarterly Oracle Software Subscription Fee	06/18/23	$25,337.03	
SAS.06-03	Year 6:Quarterly Oracle Software Subscription Fee	09/17/23	$25,337.03	
SAS.06-04	Year 6:Quarterly Oracle Software Subscription Fee	12/17/23	$25,337.03	
SAS.07-01	Year 7:Quarterly Oracle Software Subscription Fee	03/17/24	$26,350.51	
SAS.07-02	Year 7:Quarterly Oracle Software Subscription Fee	06/17/24	$26,350.51	
SAS.07-03	Year 7:Quarterly Oracle Software Subscription Fee	09/16/24	$26,350.51	
SAS.07-04	Year 7:Quarterly Oracle Software Subscription Fee	12/16/24	$26,350.51	
SAS.08-01	Year 8:Quarterly Oracle Software Subscription Fee	03/17/25	$27,404.53	
SAS.08-02	Year 8:Quarterly Oracle Software Subscription Fee	06/17/25	$27,404.53	
SAS.08-03	Year 8:Quarterly Oracle Software Subscription Fee	09/16/25	$27,404.53	
SAS.08-04	Year 8:Quarterly Oracle Software Subscription Fee	12/16/25	$27,404.53	
		Total	**2,351,770.40**	

2. Supplemental Software Fee Details (1st renewal Mar, 2019 - March, 202

Part#	Item	Qty	Term	Monthly Unit Pric	Extended Price
L42187	Oracle Data Integrator Enterprise Edition - Processor	6	12	12120.1300	$72,720.76
B90560	Oracle Cloud Infrastructure Database Cloud Service - Enterprise Edition Extreme	1,488	10.30	0.9866	$15,149.93
B89435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage	1,024	10.30	0.0252	$266.31
B89437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte	2,048	10.30	0.0151	$319.14
B89436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000	1,024	10.30	0.0024	$25.00
B89422	Oracle Cloud Infrastructure Compute - Virtual Machine - Standard - X7 -	4,464	10.30	0.1947	$8,968.99
B89432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte	3,072	10.30	0.0000	$0.00
B90937	Oracle Identity Foundation Cloud Service - Government - Each	1	10.30	0.0000	$0.00
				Total	$97,450.13

Oracle SaaS Ordering Document

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

A. Programs and Program Related Service Offerings

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

Oracle Data Integrator

Part Number	Product	Qty	Term in Months
L42187	Oracle Data Integrator Enterprise Edition – Processor	6	12

Oracle Cloud Infrastructure

Part Number	Product	Qty	Term in Months
B90560	Oracle Cloud Infrastructure Database Cloud Service – Enterprise Edition Extreme Performance – OCPU per Hour	1488	10.3
B89435	Oracle Cloud Infrastructure – Block Volume – Government Gigabyte Storage Capacity per Month	1,024	10.3
B89437	Oracle Cloud Infrastructure – Object Storage – Government Gigabyte Storage Capacity per Month	2048	10.3
B89436	Oracle Cloud Infrastructure – Object Storage Requests – Government – 10,000 requests per Month	1024	10.3
B89422	Oracle Cloud Infrastructure Compute – Virtual Machine – Standard – X7 – Government OCPU per Hour	4,464	10.3
B89432	Oracle Cloud Infrastructure – Outbound Data Transfer – Government – Gigabyte Outbound Data Transfer per Month	3,072	10.3
B90937	Oracle Identity Foundation Cloud Service – Government - Each	1	10.3

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 by and between Oracle and the City of Jacksonville (the "end user")

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 24-MAY-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. The term "Option Year" shall have the meaning given to the term in the Ordering Document executed by Applications Software Technology LLC and the City of Jacksonville on March 28, 2018 (the "Original Ordering Document").

- 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.

C. Other

1. Oracle Data Integrator

City of Jacksonville has authorized Applications Software Technology LLC ("AST") to purchase license(s) to use the Program identified as "L42187 - Oracle Data Integrator Enterprise Edition - Processor 1 Year (Quantity of 6)" solely on behalf of the City of Jacksonville and for the City of Jacksonville's internal business operations pursuant to this order. When AST ceases to use such Program licenses on behalf of the City of Jacksonville, and the City wishes to have the licenses assigned from AST, such license(s) may be assigned to the City of Jacksonville, subject to execution of standard Oracle assignment paperwork and other contract documentation deemed necessary by Oracle for such assignment.

2. 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.

3. 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.

4. 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.

5. 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** 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 six (6) additional 12-month renewal periods, each an "Option Year" for the fees listed below. Professional Services are not included in the Option Years. The term "Option Year" shall have the meaning given to the term in the Ordering Document executed by Applications Software Technology LLC and the City of Jacksonville on March 28, 2018 (the "Original Ordering Document").

   (a)
   - 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 1.04
   - 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

(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):

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."

1. **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."

2. **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."

3. **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."

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)."

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."

ESC-0549-16	APPLICATION SOFTWARE TECHNOLOGY LLC	
3/28/2018	$24,297,351.20	AWARD
12/13/2018	$28,800	INCREASE
4/4/2019	$45,000	INCREASE
4/4/2019	$411,400	INCREASE
4/4/2019	$1,708,320.99	1ST RENEWAL
5/2/2019	($97,620)	DECREASE
PENDING	$97,450	INCREASE
	$26,490,702.19	TOTAL AWARD

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 decrease the award with Applications Software Technology, LLC (AST) in the amount of $97,620.32 due to removal of some specific products of the Data Integration Platform Cloud (DIPC) services.
The revised total contract expenditure not-to-exceed $26,393,252.27.

Funding to be encumbered by account AFIT53A–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, Vendor Ordering Document, Previous Awards

BUYER: _____ RUBEN OLA

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: 5/02/19

_____ OTHER: _____

_____

_____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 5/2/19

APPROVED _____ 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

April 26, 2019

TO: Gregory W. Pease
Chief of Procurement

04/26/19 15:39:05
Procurement Division

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

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-Amendment

---

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 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 these 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 agreement 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.

On March 28, 2018 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.

On April 4, 2019 Project Change Order Request - SOA.CR-01 - Technical Training Classes was awarded in the amount of $45,000 and the 1st Renewal Option was awarded in the amount of $1,708,320.99. The change order increased the implementation services not to exceed amount to $23,136,950.00. The renewal option increased the SaaS Software Subscription not to exceed amount to $3,353,922.59.

Ordering Document with AST (Exhibit 3):
The Information Technologies Division, (ITD) requests to amend the year one (1) of seven (7) renewal options of the Ordering Document with AST (Exhibit 3). The amendment request reduces the renewal amount by $97,620.32 to adjust the not to exceed amount to $1,610,700.67 for the period of March 28, 2019 thru March 27, 2020. The quarterly payments will reduce from $427,080.25 to $402,675.17 for the 1st year renewal period.

This amendment is required due to Oracle's in-progress transition to an improved Data Warehouse Integration Platform. This transition necessitates the removal of specific products, part numbers and costs. In addition, modifications to Oracle's Identity Management products, part numbers and costs were necessary to facilitate this transition.

Changes to the Ordering Document:

IDCS –
The removal of the Data Integration Platform Cloud (DIPC) services resulted in the following products and costs removed or quantities reduced:

- Six (6) part #s were removed
- Three (3) part # quantities were reduced

PaaS/IaaS Licenses –
Based upon the migration of the Identity Cloud Service from Classis to new Oracle Cloud Integration (OCI) products and costs removed or quantities reduced:

- Six (6) part #s were removed
- Two (2) part # quantities were reduced

	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		$ 1,610,700.67	
	$ 23,136,950.00	$ 3,256,302.27	$ 26,393,252.27

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	$ 2,022,101.07
Total Maximum Indebtedness		$ 26,393,252.27

Attachments:
Oracle SaaS Ordering Document – First Renewal
First Renewal Crosswalk Cover Letter
Attachment C – Software Payment Schedule - First Renewal

CC:
Marlene Russell, Director of Organizational Effectiveness
Kenneth Lathrop, Chief of Information Technologies/CIO

Applications Software Technology LLC

April 22, 2019

Mr. Michael Turner
Manager - Project Management Office
City of Jacksonville, Florida
Information Technology Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

RE: Letter Received April 17, 2019

Dear Mr. Turner:

As per our conversation and as requested in the letter sent by the City on April 17, 2019, please find attached the revise ordering document for the City's Oracle Cloud Subscription services. Additionally, you will find the revised Payment Schedule that reflects the product modifications detailed below.

The following table(s) contain a detailed listing of the modifications to the Ordering Document compared to the Ordering Document executed by the City in March, 2018 and the subsequent Ordering Document approved by the Competitive Sealed Proposal Evaluation Committee (CSPEC) on April 4, 2019.

The removal of the **Data Integration Platform Cloud (DIPC)** service results in the following products and costs being removed:

SKU	Component	Quantity	Cost
B88833	Oracle Data Integration Platform Cloud - Enterprise - Government - Gigabyte of Data Processed Per Hour	1488	$72,720.76
B88788	Oracle Cloud Infrastructure - Block Storage Classic - Government - Gigabyte Storage Capacity per Month	1488	$263.73
B88786	Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government	4464	$306.59
B88785	Oracle Cloud Infrastructure – Load Balancer Classic - Government	1024	$96.03
B88796	Oracle Cloud Infrastructure – Object Storage Classic – Government – Greater than 1TB per month	7440	$186.16
B88807	Oracle Database Backup Service – Storage Capacity - Government	1024	$0.00

The following SKUs have duplicate entries on the Ordering Document, due to the removal of the **Data Integration Platform Cloud (DIPC)** service the following products have been reduced by the following quantities and cost.

SKU	Component	Reduction in Quantity	Cost
B88809	Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	1,488	$15,149.93
B88801		1,488	$8,726.92

[redacted]

	Oracle Java Cloud Service - High Performance - Government - OCPU Per Hour		

Based upon the migration of the **Identity Cloud Service** from Classic to the new OCI SKUs, the following products and quantities will be removed.

Original SKU	Component	Quantity	Cost
B89418	Oracle Identity Cloud Service - Basic - Government	391,344	$5,736.53
B88832	Oracle Identity Cloud Service - Standard - Government	977,616	$70,153.72
B89418	Oracle Identity Cloud Service - Basic - Government (Required for B88832)	34,968	$522.42
B88832	Oracle Identity Cloud Service - Standard - Government	34,968	$2,517.70
B89328	Oracle Identity Cloud Service - Standard - Consumer User - Government	1,488	$13.39
B89328	Oracle Identity Cloud Service - Standard - Consumer User - Government	114,576	$1,031.18

Based upon the migration of the **Identity Cloud Service** from Classic to the new OCI SKUs, the below products and quantities will replace the products and quantities in the above table.

New SKU	Component	Quantity	Cost
B90565	Oracle Identity Cloud Service - Enterprise User - Government - User Per Month (Priced in Advance of Availability)	8,600	$77,544.94
B90566	Oracle Identity Cloud Service - Consumer User - Government - User Per Month (Priced in Advance of Availability)	3,500	$2,430.00
B90937	Oracle Identity Foundation Cloud Service - Government - Each	1	$0.00

Attachments:

1. Jacksonville SaaS Ordering Document First Renewal 4222019
2. Revised Attachment C – Software Payment Schedule First Renewal 4222019

Please review the above information and the attached documents. If you have any questions, concerns or require further information, please contact David Dawson at (813) 777-9457.

Sincerely,

Shaji Zechariah

Shaji Zechariah
President – AST LLC

Oracle SaaS Ordering Document

Partner Name	Applications Software Technology LLC	**Partner Contact**	Sandy Wade
Partner Address	4343 Commerce Ct STE 701 Lisle, IL 60532	**Phone Number** **Email Address**	630 201-9627 ap@astcorporation.com

End User Name	City of Jacksonville	**End User Technical Contact**	Michael Turner
End User Address	117 W Duval St Ste 400 JACKSONVILLE FL 32202	**Phone Number** **Email Address**	904 255 8413 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 Employee	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

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	1	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	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	9,672	12
B88809	Oracle Database Cloud Service – Enterprise Edition Extreme Performance - Government – OCPU per Hour	744	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
B90565	Oracle Identity Cloud – Enterprise User – Government	8,600	12
B90566	Oracle Identity Cloud – Consumer User – Government	3,500	12
B90937	Oracle Identity Cloud Foundation – Government - Each	1	12

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

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

(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

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."

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

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."

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	Invoiced
SAS.01-02	Year 1:Quarterly Oracle Software Subscription Fee	06/18/18	$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	03/19/19	$402,675.17	
SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee	06/19/19	$402,675.17	
SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee	09/18/19	$402,675.17	
SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee	12/18/19	$402,675.17	
SAS.03-01	Year 3:Quarterly Oracle Software Subscription Fee	03/18/20	$402,675.17	
SAS.03-02	Year 3:Quarterly Oracle Software Subscription Fee	06/18/20	$402,675.17	
SAS.02-03	Year 3:Quarterly Oracle Software Subscription Fee	09/17/20	$402,675.17	
SAS.03-04	Year 3:Quarterly Oracle Software Subscription Fee	12/17/20	$402,675.17	
SAS.04-01	Year 4:Quarterly Oracle Software Subscription Fee	03/18/21	$402,675.17	
SAS.04-02	Year 4:Quarterly Oracle Software Subscription Fee	06/18/21	$402,675.17	
SAS.04-03	Year 4:Quarterly Oracle Software Subscription Fee	09/17/21	$402,675.17	
SAS.04-04	Year 4:Quarterly Oracle Software Subscription Fee	12/17/21	$402,675.17	
SAS.05-01	Year 5:Quarterly Oracle Software Subscription Fee	03/18/22	$402,675.17	
SAS.05-02	Year 5:Quarterly Oracle Software Subscription Fee	06/18/22	$402,675.17	
SAS.05-03	Year 5:Quarterly Oracle Software Subscription Fee	09/17/22	$402,675.17	
SAS.05-04	Year 5:Quarterly Oracle Software Subscription Fee	12/17/22	$402,675.17	
SAS.06-01	Year 6:Quarterly Oracle Software Subscription Fee	03/18/23	$418,782.17	
SAS.06-02	Year 6:Quarterly Oracle Software Subscription Fee	06/18/23	$418,782.17	
SAS.06-03	Year 6:Quarterly Oracle Software Subscription Fee	09/17/23	$418,782.17	
SAS.06-04	Year 6:Quarterly Oracle Software Subscription Fee	12/17/23	$418,782.17	
SAS.07-01	Year 7:Quarterly Oracle Software Subscription Fee	03/17/24	$435,533.46	
SAS.07-02	Year 7:Quarterly Oracle Software Subscription Fee	06/17/24	$435,533.46	
SAS.07-03	Year 7:Quarterly Oracle Software Subscription Fee	09/16/24	$435,533.46	
SAS.07-04	Year 7:Quarterly Oracle Software Subscription Fee	12/16/24	$435,533.46	
SAS.08-01	Year 8:Quarterly Oracle Software Subscription Fee	03/17/25	$452,954.80	
SAS.08-02	Year 8:Quarterly Oracle Software Subscription Fee	06/17/25	$452,954.80	
SAS.08-03	Year 8:Quarterly Oracle Software Subscription Fee	09/16/25	$452,954.80	
SAS.08-04	Year 8:Quarterly Oracle Software Subscription Fee	12/16/25	$452,954.80	
		Total	13,317,485.99	

2. SaaS Software Fee Details (1st renewal Mar, 2019 - March, 2020)

Part#	Item	Qty	Term	Monthly Unit Pric	Extended Price
886836	Oracle Fusion Financials Cloud Service - Hosted Named User	8,500	12	0 70	$71,400 00
886838	Oracle Fusion Expenses Cloud Service - Hosted Expense Report	8,500	12	0 07	$7,140 00
886840	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	8,500	12	0 07	$7,140 00
886841	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	8,500	12	0 07	$7,140 00
886843	Oracle Fusion Purchasing Cloud Service - Hosted Named User	8,500	12	0 56	$57,120.00
886848	Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	8,500	12	0 14	$14,280 00
886844	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	8,500	12	0 56	$57,120 00
886845	Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User	8,500	12	0 56	$57,120 00
886846	Oracle Fusion Sourcing Cloud Service - Hosted Named User	8,500	12	0 56	$57,120 00
886847	Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	8,500	12	0 56	$57,120 00
886852	Oracle Fusion Project Management Cloud Service – Hosted Named User	8,500	12	0 28	$28,560 00
886854	Oracle Fusion Task Management Cloud Service – Hosted Named User	8,500	12	0 14	$14,280 00
886850	Oracle Fusion Project Financials Cloud Service - Hosted Named User	8,500	12	0 70	$71,400 00
886849	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	8,500	12	0 56	$57,120 00
886855	Oracle Fusion Grants Management Cloud Service - Hosted Named User	8,500	12	0 35	$35,700 00
886853	Oracle Fusion Project Resource Management Cloud Service – Hosted Named User	8,500	12	0.14	$14,280 00
869279	Oracle Fusion Inventory Management Cloud Service – Hosted Named User	10	12	24 50	$2,940 00
885800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	11,000	12	0 91	$120,120 00
886334	Oracle Payroll Cloud Service for United States - Hosted Employee	11,000	12	0.49	$64,680 00
875365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	5,000	12	0.21	$12,600 00
884490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	7	12	437 50	$36,750 00
881291	Oracle Fusion Career Development Cloud Service - Hosted Employee	8,500	12	0 07	$7,140 00
885242	Oracle Learning Cloud Service - Hosted Named User	8,500	12	0 34	$34,680 00
887388	Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee	8,500	12	0 44	$44,880.00
867293	Oracle Fusion Performance Management Cloud Service - Hosted Named User	8,500	12	0 14	$14,280.00
867294	Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User	8,500	12	0 07	$7,140.00
867295	Oracle Fusion Workforce Compensation Cloud Service – Hosted	8,500	12	0 21	$21,420 00
867291	Oracle Fusion Goal Management Cloud Service - Hosted Named User	8,500	12	0 14	$14,280 00
885802	Oracle Financial Consolidation and Close Cloud Service - Hosted Named User	25	12	27 50	$8,250 00
888579	Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment	1	12	275 00	$3,300 00
885698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	150	12	17 50	$31,500 00
888577	Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment	1	12	275.00	$3,300 00
879785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	25	12	8.40	$2,520 00
888576	Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment	1	12	275 00	$3,300 00
886152	Oracle Profitability and Cost Management Cloud Service – Hosted Named User	20	12	35 00	$8,400 00

Attachment C - Software Pay Schedule

888581	Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment	1	12	275.00	$3,300.00
888490	Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat	1,200	12	2.03	$29,250.00
872237	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity	6,000	12	0.04	$2,688.00
872234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity	1,800	12	0.19	$4,158.00
868251	Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity	1,200	12	0.08	$100.80
882256	Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non Contact Center Named Seat Month	6,012	12	0.17	$12,000.00
878444	Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	1,200	12	8.00	$9,600.00
886967	Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month	1,200	12	6.40	$7,680.00
879885	Oracle Field Service Core Managed Cloud Services Hosted Named User	50	12	2.40	$1,440.00
879887	Oracle Field Service Mobility Cloud Service Hosted Named User	50	12	2.00	$1,200.00
879889	Oracle Field Service Routing Cloud Service Hosted Named User	50	12	2.00	$1,200.00
879893	Oracle Field Service Customer Communication Cloud Service - Hosted Named User	50	12	1.60	$960.00
870790	Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment	1	12	250.00	$3,000.00
888386	Oracle Social Cloud, Standard – Production Environment	1	12	52.00	$624.00
888389	Oracle Social Cloud, Standard – Message Data – 1,000 Messages	500	12	0.17	$1,000.00
887365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	1	12	583.33	$7,000.00
888801	Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR	4,464	12	0.00	$0.00
890285	Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour	7,440	12	2.3952	$213,842.22
890560	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	9,672	12	0.998	$115,829.48
888809	Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	744	12	0.9682	$8,643.73
890022	Oracle SOA Suite Cloud Service	5,952	12	0.5749	$41,059.74
889428	Oracle Cloud Infrastructure - Load Balancer - 400 Mbs - Government	1,488	12	0.0505	$901.55
889435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month	10,240	12	0.0252	$3,102.11
889436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	12,288	12	0.002	$297.80
889437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	34,816	12	0.0151	$6,328.30
889432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	3,072	12	0.0000	$0.00
890937	Oracle Identity Foundation Cloud Service - Government - Each	1	12	0.0000	$0.00
890565	Oracle Identity Cloud Service - Enterprise User Government - User per Month	8,600	12	0.7514	$77,544.94
890566	Oracle Identity Cloud Service - Consumer User Government - User per Month	3,500	12	0.0579	$2,430.00
				Total	$1,610,700.67

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 AFIT53A–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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 4/04/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 4/4/19

APPROVED _____ 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

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

---

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.

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.

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.

	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,[illegible].20	

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

Part#	Item	Qty	Term	Monthly Unit Price	Extended Price
886836	Oracle Fusion Financials Cloud Service - Hosted Named User	8,500	12	0.70	$71,400.00
886838	Oracle Fusion Expenses Cloud Service - Hosted Expense Report	8,500	12	0.07	$7,140.00
886840	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted IR Records	8,500	12	0.07	$7,140.00
886841	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	8,500	12	0.07	$7,140.00
886843	Oracle Fusion Purchasing Cloud Service - Hosted Named User	8,500	12	0.56	$57,120.00
886848	Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	8,500	12	0.14	$14,280.00
886844	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	8,500	12	0.56	$57,120.00
886845	Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User	8,500	12	0.56	$57,120.00
886846	Oracle Fusion Sourcing Cloud Service - Hosted Named User	8,500	12	0.56	$57,120.00
886847	Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	8,500	12	0.56	$57,120.00
886852	Oracle Fusion Project Management Cloud Service – Hosted Named User	8,500	12	0.28	$28,560.00
886854	Oracle Fusion Task Management Cloud Service – Hosted Named User	8,500	12	0.14	$14,280.00
886850	Oracle Fusion Project Financials Cloud Service - Hosted Named User	8,500	12	0.70	$71,400.00
886849	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	8,500	12	0.56	$57,120.00
886855	Oracle Fusion Grants Management Cloud Service - Hosted Named User	8,500	12	0.35	$35,700.00
886853	Oracle Fusion Project Resource Management Cloud Service – Hosted Named User	8,500	12	0.14	$14,280.00
869279	Oracle Fusion Inventory Management Cloud Service – Hosted Named User	10	12	24.50	$2,940.00
885800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	11,000	12	0.91	$120,120.00
886334	Oracle Payroll Cloud Service for United States - Hosted Employee	11,000	12	0.49	$64,680.00
875365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	5,000	12	0.21	$12,600.00
884490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	7	12	437.50	$36,750.00
881291	Oracle Fusion Career Development Cloud Service - Hosted Employee	8,500	12	0.07	$7,140.00
885242	Oracle Learning Cloud Service - Hosted Named User	8,500	12	0.34	$34,680.00
887388	Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee	8,500	12	0.44	$44,880.00
867293	Oracle Fusion Performance Management Cloud Service - Hosted Named User	8,500	12	0.14	$14,280.00
867294	Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User	8,500	12	0.07	$7,140.00
867295	Oracle Fusion Workforce Compensation Cloud Service – Hosted	8,500	12	0.21	$21,420.00
867291	Oracle Fusion Goal Management Cloud Service - Hosted Named User	8,500	12	0.14	$14,280.00
885802	Oracle Financial Consolidation and Close Cloud Service- Hosted Named User	25	12	27.50	$8,250.00
888579	Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment	1	12	275.00	$3,300.00
885698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	150	12	17.50	$31,500.00
888577	Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment	1	12	275.00	$3,300.00
879785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	25	12	8.40	$2,520.00
888576	Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment	1	12	275.00	$3,300.00
886152	Oracle Profitability and Cost Management Cloud Service – Hosted Named User	20	12	35.00	$8,400.00
888581	Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment	1	12	275.00	$3,300.00
888490	Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat	100	12	24.38	$29,250.00
872237	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity	500	12	24.38	$2,688.00
872234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity	150	12	2.31	$4,158.00
868251	Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity	100	12	0.08	$100.80
882256	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

878444	Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	100	12	8 00	$9,600.00
886967	Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat Month	100	12	6.40	$7,680 00
879885	Oracle Field Service Core Managed Cloud Services Hosted Named User	50	12	2.40	$1,440 00
879887	Oracle Field Service Mobility Cloud Service Hosted Named User	50	12	2.00	$1,200 00
879889	Oracle Field Service Routing Cloud Service Hosted Named User	50	12	2.00	$1,200.00
879891	Oracle Field Service Customer Communication Cloud Service - Hosted Named User	50	12	1.60	$960.00
870790	Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment	1	12	250 00	$3,000.00
888386	Oracle Social Cloud, Standard – Production Environment	1	12	52.00	$624 00
888386	Oracle Social Cloud, Basic -Production Environment	1	12		
888389	Oracle Social Cloud, Standard – Message Data – 1,000 Messages	500	12	0.17	$1,000 00
887365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	1	12	583.33	$7,000 00
888801	Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR	1,488	12	0 49	$8,726 92
888809	Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	1,488	12	0.85	$15,149.93
888833	Oracle Data Integration Platform Cloud - Enterprise - Government - Gigabyte of Data Processed Per Hour	4,464	12	1.36	$72,720.76
888786	Oracle Cloud Infrastructure - Block Storage Classic - Government - Gigabyte Storage Capacity per Month	1,024	12	0.0215	$263.73
888786	Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government	7,440	12	0.0034	$306.59
888785	Oracle Cloud Infrastructure - Load Balancer Classic - Government	744	12	0.0108	$96.03
888796	Oracle Cloud Infrastructure - Object Storage Classic - Government - Greater than 1 TB per month	1,024	12	0 014	$172.03
888807	Oracle Database Backup Service - Storage Capacity - Government	1,024	12	0.015	$184.32
888801	Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR	4,464	12	0.00	$0.00
890285	Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour	7,440	12	2.3952	$213,842.22
890560	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	9,672	12	0.998	$115,829.48
888809	Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	744	12	0 9682	$8,643 73
890022	Oracle SOA Suite Cloud Servic	5,952	12	0 5749	$41,059 74
889428	Oracle Cloud Infrastructure - Load Balancer - 400 Mbs - Government	1,488	12	0 0505	$901 55
889435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month	10,240	12	0 0252	$3,102 11
889436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	12,288	12	0.002	$297 80
889437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	34,816	12	0 0151	$6,328 30
889432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	3,072	12	0.0000	$0.00
889418	Oracle Identity Cloud Service - Basic - Government	391,344	12	0 0012	$5,736 53
888832	Oracle Identity Cloud Service - Standard - Government	977,616	12	0.0060	$70,153 72
889418	Oracle Identity Cloud Service - Basic - Government (Required for Prereq to 88832)	34,968	12	0 0012	$522 42
888832	Oracle Identity Cloud Service - Standard - Government	34,968	12	0 0060	$2,517 70
889328	Oracle Identity Cloud Service - Standard - Consumer User - Government	114,576	12	0 0008	$1,031.18
889328	Oracle Identity Cloud Service - Standard - Consumer User - Government	1,488	12	0 0008	$13.39
				Total	$1,708,920.99

Oracle SaaS Ordering Document
1st Year Renewal Analysis

Part#	Type	Usage	Qty	Term	Monthly Unit Price	Extended Price	Reason
		ERP Licenses					
867291	ERP	Oracle Fusion Goal Management Cloud Service - Hosted Named User	8,500	12	$0.14	$14,280.00	
867293	ERP	Oracle Fusion Performance Management Cloud Service - Hosted Named User	8,500	12	$0.14	$14,280.00	
867294	ERP	Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	8,500	12	$0.07	$7,140.00	
867295	ERP	Oracle Fusion Workforce Compensation Cloud Service - Hosted	8,500	12	$0.33	$33,420.00	
869279	ERP	Oracle Fusion Inventory Management Cloud Service - Hosted Named User	10	12	$24.50	$2,940.00	This item part # was corrected
875365	ERP	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	5,000	12	$0.21	$12,600.00	
879785	ERP	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	35	12	$4.40	$2,520.00	
881191	ERP	Oracle Fusion Career Development Cloud Service - Hosted Employee	8,500	12	$0.07	$7,140.00	
884493	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 JCloud system
885242	ERP	Oracle Learning Cloud Service - Hosted Named User	8,500	12	$0.34	$34,680.00	
885698	ERP	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	150	12	$17.50	$31,500.00	
885800	ERP	Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	11,000	12	$0.93	$122,130.00	
885802	ERP	Oracle Financial Consolidation and Close Cloud Service - Hosted Named User	25	12	$127.50	$38,250.00	
886151	ERP	Oracle Profitability and Cost Management Cloud Service - Hosted Named User	200	12	$15.00	$36,000.00	
886152	ERP	Oracle Payroll Cloud Service for United States - Hosted Employee	11,000	12	$0.49	$64,680.00	
886830	ERP	Oracle Fusion Financials Cloud Service - Hosted Named User	8,500	12	$0.70	$71,400.00	
886838	ERP	Oracle Fusion Expenses Cloud Service - Hosted Expense Report	8,500	12	$0.07	$7,140.00	
886840	ERP	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted IR Records	8,500	12	$0.07	$7,140.00	
886841	ERP	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	8,500	12	$0.07	$7,140.00	
886843	ERP	Oracle Fusion Purchasing Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886844	ERP	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886845	ERP	Oracle Fusion Supplier Qualification Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886846	ERP	Oracle Fusion Sourcing Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886847	ERP	Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886848	ERP	Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	8,500	12	$0.14	$14,280.00	
886849	ERP	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	8,500	12	$0.56	$57,120.00	
886850	ERP	Oracle Fusion Project Financials Cloud Service - Hosted Named User	8,500	12	$0.70	$71,400.00	
886852	ERP	Oracle Fusion Project Management Cloud Service - Hosted Named User	8,500	12	$0.28	$28,560.00	
886853	ERP	Oracle Fusion Project Resource Management Cloud Service - Hosted Named User	8,500	12	$0.14	$14,280.00	
886854	ERP	Oracle Fusion Task Management Cloud Service - Hosted Named User	8,500	12	$0.14	$14,280.00	
886855	ERP	Oracle Fusion Grants Management Cloud Service - Hosted Named User	8,500	12	$0.35	$35,700.00	
887383	ERP	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	1	12	$583.33	$7,000.00	
887388	ERP	Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee	8,500	12	$0.44	$44,880.00	
888576	ERP	Oracle Additional Environments for Enterprise Performance Reporting Cloud Service - Test Environment	1	12	$275.00	$3,300.00	
888577	ERP	Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service - Test Environment	1	12	$275.00	$3,300.00	
888579	ERP	Oracle Additional Environments for Financial Consolidation and Close Cloud Service - Test Environment	1	12	$275.00	$3,300.00	
888581	ERP	Oracle Additional Environments for Profitability and Cost Management Cloud Service - Test Environment	1	12	$275.00	$3,300.00	
		Sub Total ERP Licenses				$1,065,828.00	
		IDCS and PaaS/IaaS Licenses					
888332	IDCS	Oracle Identity Cloud Service - Standard - Government	977,616	12	$0.01	$70,353.72	New Parts Replaces 886144 - Production Environment for IDCS
888332	IDCS	Oracle Identity Cloud Service - Standard - Government	34,968	12	$0.01	$2,517.7[illegible]	New Parts Replaces 888141 - Non Production IDCS
889128	IDCS	Oracle Identity Cloud Service - Standard - Consumer User - Government	114,376	12	$0.0008	$1,031.18	New Parts Replaces 886142 - Production Environment for IDCS Retirees
889128	IDCS	Oracle Identity Cloud Service - Standard - Consumer User - Government	1,484	12	$0.0008	$13.3[illegible]	New Parts Replaces 888142 - Retiree Non Production IDCS
889418	IDCS	Oracle Identity Cloud Service - Base - Government	391,344	12	$0.0013	$5,738.5[illegible]	New Parts Replaces 886143 - Production Environment for IDCS
889418	IDCS	Oracle Identity Cloud Service - Base - Government (Required for Provaglo 888331)	39,568	12	$0.0012	$522.42	New Parts Replaces 886131 - Non Production IDCS
888785	PaaS/IaaS	Oracle Cloud Infrastructure - Load Balancer Classic - Government	744	12	$0.01	$96.0[illegible]	New Parts added due to product configuration changes by Oracle - DIPC
888788	PaaS/IaaS	Oracle Cloud Infrastructure - Load Balancer Classic - Data Processed - Government	7,440	12	$0.01	$106.5[illegible]	New Parts added due to product configuration changes by Oracle - DIPC
888788	PaaS/IaaS	Oracle Cloud Infrastructure - Block Storage Classic - Government - Gigabyte Storage Capacity per Month	1,024	12	$0.01	$163.7[illegible]	Same however, quantity is reduced to minimal footprint to support DIPC Cloud = 1TB
888796	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 Cloud

Oracle SaaS Ordering Document
1st Year Renewal Analysis

Part#	Type	Description	Qty	Term	Monthly Unit Price	Extended Price	Reason
888301	PaaS/IaaS	Oracle Java Cloud Service High Performance Government OCPU Per Hour	1 488	12	$0.49	$8,728.93	
883501	PaaS/IaaS	Oracle Java Cloud Service High Performance Government OCPU Per Hour	4,464	12	$0.0000	$0.00	New Part# Replaces 883555 Not cost during full term of contract to support SOA Cloud
888807	PaaS/IaaS	Oracle Database Backup Service Storage Capacity Government	1 024	12	$0.01	$184.32	New Part# Replaces 883543
888809	PaaS/IaaS	Oracle Database Cloud Service Enterprise Edition Extreme Performance Government OCPU Per Hour	1,488	12	$0.85	$15,149.95	Same however, changes from OCI Classic Domain to OCI Domain and price reduces
888809	PaaS/IaaS	Oracle Database Cloud Service Enterprise Edition Extreme Performance Government OCPU Per Hour	744	12	$0.97	$8,643.72	New Part# Replaces 883554
888831	PaaS/IaaS	Oracle Data Integration Platform Cloud Enterprise Government Gigabyte of Data Processed Per Hour	4,464	12	$1.36	$77,720.76	
889428	PaaS/IaaS	Oracle Cloud Infrastructure Load Balancer 400 Mbps Government	1 488	12	$0.05	$901.55	New Part# added due to product configuration changes by Oracle Autonomous Analytics Cloud
889433	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
889435	PaaS/IaaS	Oracle Cloud Infrastructure Block Volume Government Gigabyte Storage Capacity per Month	10 240	12	$0.01	$1,102.81	New Part# added to Supports SOA and Analytics for total of 10TB
889436	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
889437	PaaS/IaaS	Oracle Cloud Infrastructure Object Storage Storage Government Gigabyte Storage Capacity per Month	34,816	12	$0.02	$6,388.39	New Part# added to support Object Storage and Database back up storage increase from 12TB to 34TB
890022	PaaS/IaaS	Oracle SOA Suite Cloud Service	5,952	12	$0.57	$41,059.74	New Part# Replaces 885285
890285	PaaS/IaaS	Oracle Analytics Cloud Enterprise Government OCPU Per Hour	7,440	12	$2.48	$213,847.32	New Part# Replaces 888797
890560	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 883554
		Sub Total PaaS/IaaS Licenses				$567,600.18	
		CX-CRM Licenses					
868253	CX	Oracle RightNow Emails Sent Monthly – 100 emails sent Pooled Capacity	1 200	12	$0.01	$100.80	New Part# Replaces 868348 Changed to a pooled license strategy provide flexibility in service increases while maintaining the most cost effective approach for the City
870790	CX	Oracle Additional Test Environment for Oracle RightNow Cloud Service Test Environment	1	12	$250.00	$3,000.00	Same as original Ordering Document
872234	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 872234 Changed to a pooled license strategy provide flexibility in service increases while maintaining the most cost effective approach for the City
872237	CX	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 sessions – Pooled Capacity	6 000	12	$0.04	$2,688.00	New Part# Replaces 872236 Changed to a pooled license strategy to provide flexibility in service increases while maintaining the most cost effective approach for the City
878444	CX	Oracle Policy Automation Collaboration Cloud Service Hosted Named Seat Month	1,200	12	$8.00	$9,600.00	New Part# Replaces 878433 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
879685	CX	Oracle Field Service Core Managed Cloud Services Hosted Named User	50	12	$2.40	$1,440.00	
879687	CX	Oracle Field Service Mobility Cloud Service Hosted Named User	50	12	$2.00	$1,200.00	
879689	CX	Oracle Field Service Routing Cloud Service Hosted Named User	50	12	$2.00	$1,200.00	
879693	CX	Oracle Field Service Customer Communication Cloud Service Hosted Named User	50	12	$1.66	$996.00	
883256	CX	Oracle RightNow Non Contact Center User Cloud Service Hosted Non Contact Center Named Seat Month	6,013	12	$0.17	$12,000.00	New Part# Replaces 883255 Licensing increased to prepare for go-live of the new system
885967	CX	Oracle Policy Automation Agent Cloud Service Cloud Service Hosted Named Seat Month	1 200	12	$6.40	$7,680.00	New Part# Replaces 885965 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
888386	CX	Oracle Social Cloud, Standard – Production Environment	11	12	$57.00	$8,74.00	
888389	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
888450	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 888448 Licensing increased to prepare for go-live of the new system
		Sub Total CX-CRM Licenses				[illegible]	
		Total All Licenses				[illegible]	Annually
						[illegible]	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

Exhibit B

Implementation Services Deliverble Payment Schedule

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

Exhibit B

Implementation Services Deliverble Payment Schedule

	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

Exhibit B

Implementation Services Deliverble Payment Schedule

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

Exhibit B
Implementation Services Deliverble Payment Schedule

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 STE 701 Lisle, IL-60532	**Phone Number** **Email Address**	630 201-9627 ap@astcorporation.com
End User Name	City of Jacksonville	**End User Technical Contact**	Michael Turner
End User Address	117 W Duval St Ste 400 JACKSONVILLE FL 32202	**Phone Number** **Email Address**	904 255 8413 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
886836	Oracle Fusion Financials Cloud Service - Hosted Named User	8,500	12
886838	Oracle Fusion Expenses Cloud Service - Hosted Expense Employee	8,500	12
886840	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	8,500	12
886841	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	8,500	12
886843	Oracle Fusion Purchasing Cloud Service - Hosted Employee	8,500	12
886848	Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	8,500	12
886844	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	8,500	12
886845	Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User	8,500	12
886846	Oracle Fusion Sourcing Cloud Service - Hosted Employee	8,500	12
886847	Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	8,500	12
886852	Oracle Fusion Project Management Cloud Service – Hosted Employee	8,500	12
886854	Oracle Fusion Task Management Cloud Service – Hosted Employee	8,500	12
886850	Oracle Fusion Project Financials Cloud Service - Hosted Employee	8,500	12
886849	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named Employee	8,500	12
886855	Oracle Fusion Grants Management Cloud Service - Hosted Named Employee	8,500	12
886853	Oracle Fusion Project Resource Management Cloud Service – Hosted Named Emploee	8,500	12
869279	Oracle Fusion Inventory Management Cloud Service – Hosted Named User	10	12
885800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	11,000	12
886334	Oracle Payroll Cloud Service for United States - Hosted Employee	11,000	12
875365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	5,000	12
884490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	7	12
881291	Oracle Fusion Career Development Cloud Service - Hosted Employee	8,500	12
885242	Oracle Learning Cloud Service - Hosted Named User	8,500	12
887386	Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee	8,500	12
867293	Oracle Fusion Performance Management Cloud Service - Hosted Named User	8,500	12
867294	Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User	8,500	12
867295	Oracle Fusion Workforce Compensation Cloud Service – Hosted	8,500	12
867291	Oracle Fusion Goal Management Cloud Service - Hosted Named User	8,500	12
885802	Oracle Financial Consolidation and Close Cloud Service Hosted Named User	25	12
888579	Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment	1	12
885698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	150	12
888577	Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment	1	12
879785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	25	12
888576	Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment	1	12
886152	Oracle Profitability and Cost Management Cloud Service – Hosted Named User	20	12
888581	Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment	1	12
888490	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

ORACLE CONTRACT INFORMATION

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

[illegible]

"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 the order: Software Development Kits (SDKs) and certain 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 this order. Solely for Your internal Permitted Developments for use with the Oracle TOA Cloud Services. Permitted Developments are custom software modules, tables or data 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 services therein).

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 for the access to or performance of the Cloud Services if adversely affected by Your modification of the standard set up or configuration or if You or any of your attempts access the service without use of URL provided by Oracle.

3. Third Party Beneficiary. Oracle is an intended 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 or a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above (section A – the "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

[illegible]

"End User Terms – Oracle Social Cloud Services: Third Party Content and Social Media Providers: Twitter Approved Use Case

The Oracle Social Cloud Service integrates content provided by Third Party Content providers and is subject to policies of such Third Party Content providers as described below. Complying with Oracle Social Cloud Service, You represent that You **are in compliance with all of the Third Party Content providers' policies** [illegible] below.

- Twitter

- Oracle Social Cloud Service – Limited Use

Exhibit B

Your use of the Oracle Social Cloud Service is limited to the following use case: [illegible]

- [illegible]
- [illegible]
- [illegible]

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 Leany 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) 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: 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: 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 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 – 38, 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

QWS3270X 5/20/2019 1:19 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 05/20/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 1:19 PM

FISCAL MO/YEAR : 08 2019 CURRENCY CODE :
INDEX CODE : AFIT53A ITD SYSTEM DEVELOPMENT
SUBOBJECT : 069509 DM-CAPITAL PROFESSIONAL SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	9,541,018.00	19,808,442.93
EXPENDITURES	104,476.00	2,711,637.49	7,143,890.24
ENCUMBRANCES	-104,476.00	8,920,322.84	10,963,535.29
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	-2,090,942.33	1,701,017.40

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

FISCAL MO/YEAR : 08 2019 CURRENCY CODE :
INDEX CODE : AFIT531FERP FINANCIAL SYSTEM / ERP
SUBOBJECT : 03118 SOFTWARE HOSTING SERVICES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAY 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	1,791,289.00	1,791,289.00
EXPENDITURES	.00	411,400.40	411,400.40
ENCUMBRANCES	.00	1,234,201.60	1,234,201.60
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	145,687.00	145,687.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

ESC-0549-16	Applications Software Technology, LLC (AST)	
3/15/2018	$24,297,351.20	AWARD
12/13/2018	$28,800.00	INCREASE
4/4/1949	$2,164,721.39	1ST RENEWAL AND INCREASE
5/2/2019	-$97,620.32	DECREASE
5/23/2019	$97,450.32	INCREASE
Pending	$8,728.13	INCREASE

$26,499,430.72 Total Award