13

SUBJECT: PIGGYBACK MARICOPA COUNTY, PHOENIX, AZ #180233-RFP – ORACLE PRODUCTS & SERVICES – DLT SOLUTIONS, LLC.

BID #: PSC-0401-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH AUGUST 1, 2025

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Maricopa County, Phoenix, AZ solicitation # 180233-rfp for Oracle Products and Services with DLT Solutions, LLC. Total expenditure amount not-to-exceed $12,506,775.60 to include the line item break down listed below. Period of service will be from date of contract execution through August, 1, 2025.

Oracle Fusion Cloud Applications – not-to-exceed $11,952,628.00
OCS Migration of Linux based Oracle E-Business Suite – not-to-exceed $54,147.60
Contingency to the additional work and modules - not-to-exceed $500,000.00

Funding Source: 53106.113002.565091.010785.00000000.00000.0000000 to be executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s)

ATTACHMENTS: Agency Memo, Supplier Quote, Piggyback RFP & Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION RW

CONCURRENCE BY: Kendrick Wanyonyi, Chief of Information Technologies

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

A NEW DAY

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement Division

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO Wanyonyi Kendrick Digitally signed by Wanyonyi Kendrick Date: 2024.04.26 14:52:58 -04'00'

FROM: Jonathan Jordan, PMO Manager Jonathan Jordan Digitally signed by Jonathan Jordan Date: 2024.04.26 14:43:37 -04'00'

SUBJECT: **Piggyback Maricopa County, Phoenix, AZ Solicitation No.180233-RFP for Oracle Products and Services with DLT Solutions, LLC for Oracle Solutions**

DATE: April 26, 2024

The Information Technologies Division (ITD) requests approval to piggyback Maricopa County, Phoenix, AZ Solicitation No. 180233-RFP for Oracle Products and Services with DLT Solutions, LLC for City of Jacksonville ERP Phase II Oracle Solutions. Maricopa County awarded the contract on December 12, 2018, and the contract end date is November 30, 2028.

Below are the Oracle Consulting Services (OCS) implementation services necessary to enable the Oracle Fusion Cloud applications:

Oracle Fusion United States Payroll Cloud Service
Oracle Fusion Human Resources (core) Cloud Service
Oracle Fusion Benefits Cloud Service
Oracle Fusion Compensation Cloud Service
Oracle Fusion Absence Management Cloud Service
Oracle Fusion Time and Labor Cloud Services
Oracle Fusion Project Management Portfolio
Oracle Consulting Services ("OCS") Migration of one (1) Linux based Oracle E-Business Suite release 12.x database. (Engagement Summary Report)

The requested amount not to exceed $11,952,628.00 is for Oracle Fusion Cloud Applications.
The requested amount not-to-exceed $54,147.60 is for OCS Migration of Linux based Oracle E-Business Suite.
The requested amount not-to-exceed $500,000.00 is for contingency to the additional work and modules.

The requested total expenditure is not-to-exceed $12,506,775.60.

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor Jacksonville, FL 32202
Phone: 904-255-8000 Fax: 904-232-6932

INFORMATION TECHNOLOGIES DIVISION

A NEW DAY

Funding Source: 53106.113002.565091.010785.00000000.00000.0000000

The period of service will be from the implementation date through August 01, 2025.

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

Attachments: Contract & RFP of Maricopa County
Contract Extension
DLT Solutions, LLC Quotes

cc: Kandie Bagby, Senior Project Manager
Tracy Geake, IT Finance Manager
Thomas Ossi, Technology Contract and Records Manager
Ruben Ola, Contract Compliance Analyst

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor Jacksonville, FL 32202
Phone: 904-255-8000 Fax: 904-232-6932

APPROVED
By Kevin at 11:56 am, Apr 30, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Charter Oak Fire Insurance Company	25615
INSURER B: Travelers Indemnity Company of CT	25682
INSURER C: Travelers Property Casualty Company of Ame	25674
INSURER D: Standard Fire Insurance Company	19070
INSURER E:	
INSURER F:	

DLT Solutions, LLC
2411 Dulles Corner Park Suite 800
Herndon, VA 20171

COVERAGES

CERTIFICATE NUMBER: W33378727 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	HC2O-GLSA-9P530707-COF-23	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	HECAP-9P53069A-TCT-23	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CUP-9P531415-23-13	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-0W186076-23-I3-K	12/01/2023	12/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Auto Physical Damage			HECAP-9P53069A-TCT-23	12/01/2023	12/01/2024	Comp Ded:	$1,000
							Coll Ded:	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Sourcewell Piggyback Contract #042021
SEE ATTACHED

CERTIFICATE HOLDER

City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.	Named Insured DLT Solutions, LLC 2411 Dulles Corner Park Suite 800 Herndon, VA 20171
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Jacksonville it's members, Officials, Officers, employees and agents is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Jacksonville with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

City of Jacksonville is included as Loss Payee as respects referenced Auto Physical Damage.

General Liability includes Contractual Liability, Separation of Insureds

INSURER AFFORDING COVERAGE: Standard Fire Insurance Company NAIC#: 19070

POLICY NUMBER: UB-0W196844-23-I3-R EFF DATE: 12/01/2023 EXP DATE: 12/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation and	E.L. Each Accident	$1,000,000
Employer's Liability	E.L. Disease-pol Lim	$1,000,000
(AZ, MA & WI) - Per Statute	E.L. Disease-ea Empl	$1,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-0W186076-23-I3-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-0W196844-23-I3-R

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Price Quotation

Quote: 5240173
Reference: 1856028
Date: 04/25/2024
Expires: 05/31/2024

To: Jonathan Jordan
Jacksonville City of (FL)
214 N.Hogan St.
Jacksonville, FL 32202-5725

Phone:
Fax:
Email: Jonjordan@coj.net

From: Jessica Marino
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 773-9262
Fax: (703) 773-9262
Email: jessica.marino@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9891-31842	MSTATE-ORCL-USC	1	$950,000.00	$950,000.00
	Deliverable Numbers - D1, D2, D3, D4				
2	9891-31843	MSTATE-ORCL-USC	1	$1,900,000.00	$1,900,000.00
	Deliverable Numbers - D5, D7, D9				
3	9891-31844	MSTATE-ORCL-USC	1	$2,500,000.00	$2,500,000.00
	Deliverable Numbers - D10, D12, D13, D14				
4	9891-31845	MSTATE-ORCL-USC	1	$3,100,000.00	$3,100,000.00
	Deliverable Numbers - D15, D16, D17, D21, D22				
5	9891-31846	MSTATE-ORCL-USC	1	$2,500,000.00	$2,500,000.00
	Deliverable Numbers - D20, D27, D29, D31				
6	9891-31847	MSTATE-ORCL-USC	1	$801,837.00	$801,837.00
	Deliverable Number - D32				
7	TRAVEL	FEES	1	$200,791.00	$200,791.00
	Travel and Expenses				

Total $11,952,628.00

Price Quotation

Quote: 5240173
Reference: 1856028
Date: 04/25/2024
Expires: 05/31/2024

Contract Serial No. 180233-001
Contract Expires: 11/30/2028
UEI - F1N2KDGBDTU8
Federal ID #: 54-1599882
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT SERIAL NUMBER 180233. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

TD SYNNEX | Public Sector

April 24, 2024

City of Jacksonville, FL

Services Firm Fixed Price Exhibit

DLT Quote #: 5240174

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	$54,147.60	$0.00	$54,147.60
Total Fees and Estimated Expenses				**$54,147.60**

A. TERMS

1. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

2. **Payment Terms:** Net thirty (30) days from invoice date.

3. **Currency:** US Dollars

4. **Offer Valid through:** 31-May-2024

5. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

6. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

7. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

   You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

TD SYNNEX | Public Sector

City of Jacksonville, FL

DLT Quote #: 5240174
Exhibit Number: Exhibit 1

1. Description of Services.

A. Services.

Oracle Consulting Services ("OCS") shall provide to the city of Jacksonville with the migration of one (1) Linux based Oracle E-Business Suite release 12.x database, to an Oracle Cloud Infrastructure ("OCI") platform for data archival purposes (read only):

1. Creation of a copy of one (1) source database on the target OCI platform.
2. Validation of the technical integrity of the target database.
3. Provide application teams with database connectivity assistance.
4. Document Oracle's activities, findings, and recommendations in an Engagement Summary Report.

B. Deliverables.

No.	Deliverable Name	Deliverable Description
1	Engagement Summary Report	Document per section 1.A.4 above

2. Acceptance of Deliverables.

Upon completion of any deliverable set forth in Section 1.B above, Oracle shall provide a copy to You and demonstrate that the deliverable conforms to its description upon Your request. You shall have three (3) business days after Oracle's submission of a deliverable ("acceptance period") to provide written notice of acceptance or rejection. Failure to provide such notice within an acceptance period shall cause a deliverable to be deemed accepted.

If You reject a deliverable, You must specify the deficiencies in detail in the written notice. Oracle will use reasonable efforts at no cost to You to promptly cure any such deficiencies, and You shall have a new acceptance period to provide written notice of acceptance or rejection.

3. Fees, Expenses, and Taxes.

You agree to pay Oracle the fee specified below for the Services and deliverables. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, the corresponding fee for such deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date, except as may otherwise be provided in the Master Agreement.

Deliverable No.	Deliverable Name	Deliverable Fee
1	Engagement Summary Report	$54,147.60
	Total Fixed Fee	**$54,147.60**

Any expenses will be invoiced monthly.

4. **Project Management.**
You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Your project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. **Your Cooperation.**
   A. You are responsible for the creation and connection of any reporting or application environment to access the data within the archived database.
   B. You are responsible for functional verification activities.
   C. You are responsible for Your tenancy management including all security constructs.
   D. Software versions must match or exceed OCI minimums.

6. **Project Assumptions.**
   A. Cloud Services and relevant cloud subscriptions are already in place.
   B. Tenancy already exists and Customer provides access to Tenancy to assist performance of Services.
   C. All Services will be performed remotely.
   D. All networking components will be in place for proper communications.
   E. Database versions must match or exceed OCI minimums.
   F. The following are not included in the scope of, or fees for, Services under this exhibit:
      1. Configuration, installation, or deployment of third-party software.
      2. Data conversion.
      3. Data cleansing and quality initiatives.
      4. Application and database upgrades.
      5. Ongoing backup and recovery.
      6. Business continuity strategy and planning.
      7. End user training.
      8. Performance testing and tuning.
      9. Security setup to meet client compliance is not included.
      10. Anything not expressly identified in Section 1 above.

Price Quotation

Quote: 5240174
Reference: 1855945
Date: 04/25/2024
Expires: 05/31/2024

To: Jonathan Jordan
Jacksonville City of (FL)
214 N.Hogan St.
Jacksonville, FL 32202-5725

Phone:
Fax:
Email: Jonjordan@coj.net

From: Jessica Marino
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 773-9262
Fax: (703) 773-9262
Email: jessica.marino@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9891-31848	MSTATE-ORCL-USC	1	$54,147.60	$54,147.60
	Engagement Summary Report				

Total $54,147.60

Contract Serial No. 180233-001
Contract Expires: 11/30/2028
UEI - F1N2KDGBDTU8
Federal ID #: 54-1599882
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT SERIAL NUMBER 180233. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.