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, 2020 to date of award.

Recommend approval to utilize the second of seven (7) one (1) year renewal options with Applications Software Technology, LLC (AST) in the amount of $1,752,362.00 for Oracle SaaS Software Ordering Document. Period of service will be from date of award through March 27, 2021.The revised total contract expenditure not-to-exceed $29,772,070.72.

Funding to be encumbered by various account 53106-113002-565091-000636-00000000-00000 and 53101-113002-531180-000000-00000493-00000, to be executed by formal contract amendment (Contract #10420) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Ordering Document, Previous Awards

ANALYST: _____
for RUBEN OLA

RESPECTFULLY SUBMITTED _____
for - 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

April 21, 2020

TO: Gregory W. Pease
Chief of Procurement

VIA: Kenneth Lathrop
Chief of Information Technologies/CIO

FROM: Michael Turner
PMO Manager, Information Technologies Division

Michael S. Turner Digitally signed by Michael S. Turner DN: cn=Michael S. Turner, o=City of Jacksonville, quartID: pmo@coj.net, c=US Date: 2020.04.28 12:50:36 -04'00'

SUBJECT: ESC-0549-16–Enterprise Resource Planning (ERP)-SaaS Software Subscription Ordering Document 2nd Renewal-Amendment #4

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 City established the contracts with the not-to-exceed amount of $23,063,150.00 for the Master Services Contract (implementation services) and $1,234,201.20 for the Ordering Document (SaaS subscription services), for a total maximum indebtedness for all contracts of $24,297,351.20.

On December 13, 2018, the City awarded the Project Change Order Request - P1.CR-01 - Credit Card Vendor Payments for $28,800. The amended contract with the not-to-exceed amount of $23,091,950.00 for Master Services Contract (implementation services) and $1,234,201.20 for the Ordering Document (SaaS subscription services), for a total maximum indebtedness for all contracts 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 of the Ordering Document was awarded in the amount of $1,708,320.99. The change order increased the Master Services Contract (implementation services) not-to-exceed amount to $23,136,950.00. The 1st Renewal Option increased the Ordering Document (SaaS subscription services) not-to-exceed amount to $3,353,922.59, for a total maximum indebtedness for all contracts of $26,490.872.59.

On May 2, 2019, the City awarded the 1st Renewal Option of the Ordering Document-Amendment #1 to decrease the award for the Ordering Document (SaaS subscription services) due to the removal of specific products of the Data Integration Platform Cloud (DIPC) services. The amendment decreased the Ordering Document (SaaS subscription services) by $97,620.32 to adjust the annual not-to-exceed amount to $1,610,700.67 and the total not-to-exceed amount to for SaaS Subscription Services to $3,256,302.27. The amendment revised the total maximum indebtedness for all contracts to $26,393,252.27.

On May 23, 2019, the City awarded the 1st Renewal Option-Amendment #2 to increase the award for the Ordering Document (SaaS subscription services) due to the replacement of the new products and part numbers of the Data Integration Platform Cloud (DIPC) services. The amendment increased the Ordering Document (SaaS subscription services) by $97,450.32 to adjust the annual not-to-exceed amount to $1,708,150.99 and the total not-to-exceed amount to for SaaS Subscription Services to $3,353,752.59. The amendment revised the total maximum indebtedness for all contracts to $26,490,702.59.

On October 24, 2019, the City awarded the 1st renewal Option-Amendment #3 to increase the award for the Ordering Document (SaaS subscription services) due to the need for three (3) additional test instances. The amendment increased the Ordering Document (SaaS subscription services) by $8,728.13 to adjust the annual not-to-exceed amount to $1,716,879.12 and the total not-to-exceed amount to for SaaS Subscription Services to $3,362,480.72. The amendment revised the total maximum indebtedness for all contracts to $26,499,430.72.

On December 5, 2019, the City awarded the Project Change Order requests, P1.CR.09 Phase 1 Go-Live Extension and P3.CR.02 COA Synch between GL and EPM. The amendment increased the Master Services Contract (implementation services) by $1,520,278.00 to adjust the not-to-exceed amount to $24,657,228.00. The amendment revised the total maximum indebtedness got all contracts to $28,019,708.72.

Ordering Document with AST (Exhibit 3), City Contract 10421-01:
The Information Technologies Division, (ITD) requests to exercise year two (2) of seven (7) renewal options of the Ordering Document (SaaS Subscription Services) with AST (Exhibit 3). This amendment request #4 increases the SaaS Software Subscription amount by $35,482.88 to adjust the annual amount to $1,752.362.00 for the period of March 28, 2020 thru March 27, 2021. The quarterly payments will be $438,090.50 for the 2nd year renewal period. The renewal option increases the SaaS Software Subscription Services not-to-exceed amount to $5,114,842.72 and the revised total maximum indebtedness for all contracts to $29,772,070.72.

The increase in the Order Document (SaaS Subscription Services) is due to the requirement for an additional 50 licenses for the Enterprise Planning and Budgeting Cloud (EPBCS) to allow users to conduct Budget Transfers within the module. There are adjustment increases to the replacement DIPC services included in Amendment #2. That amendment included pro-rated services due to the late timing of Oracle adding the services. For this renewal, these items are costed for a full year cycle.

This renewal request, once approved will require an amendment to the Oracle SaaS Ordering Document contract with AST (Exhibit 3). The Revised Software Payment Schedule-Attachment C is included to reflect the details of all SaaS Software part numbers and quantities. The 2ndrenewal will increase the SaaS Software Subscription Services not-to-exceed amount to $5,114,842.72 and the revised total maximum indebtedness for all contracts to $29,772,070.72.

CSPEC Award Date	Award	Master Services Contract with AST (Exhibit 1): Implementation Services	with AST (Exhibit 3): SaaS Software Subscription	Total Not-To Exceed
03/15/18	Initial Award - Master Services Contract with AST (Implementation Services), Cloud Services Agreement with Oracle, Ordering Document (SaaS Software Subscription)	$ 23,063,150.00	$ 1,234,201.20	$ 24,297,351.20
12/13/18	Implementation Services - Amendment #1_P1.CR.1-01	$ 28,800.00		$ 24,326,151.20
04/04/19	Implementation Services - Amendment #2_SOA.CR-01	$ 45,000.00		
	Original Award Ordering Document True-Up		$ 411,400.40	
	1st Renewal Ordering Document		$ 1,708,320.99	$ 26,490,872.59
05/02/19	1st Renewal Ordering Document - Amendment #1_(Decrease-DIPC Services)		$ (97,620.32)	$ 26,393,252.27
05/23/19	1st Renewal Ordering Document - Amendment #2_(Increase-New DIPC Services)		$ 97,450.32	$ 26,490,702.59
10/24/19	1st Renewal Ordering Document - Amendment #3_(Increase-Additional Instances)		$ 8,728.13	$ 26,499,430.72
12/15/19	Implementation Services - Amendment #3_P1.CR.09 Phase 1 Go Live Extension and P3.CR.02 COA Synch between GL and EPM	$ 1,520,278.00		$ 28,019,708.72
Pending	2nd Renewal Ordering Document - Amendment #4		$ 1,752,362.00	
		$ 24,657,228.00	$ 5,114,842.72	$ 29,772,070.72

Not-to-exceed Amount:

	FAMIS Index Code	1Cloud Account String	Totals
AST – Implementation Services	AFIT53A – ITEF01 – 02 – 069509	53106-113002-565091-000636-00000000-00000	$24,657,228.00
AST – Software Subscription	AFIT53A – ITEF01 – 02 – 069509	53106-113002-565091-000636-00000000-00000	$ 1,234,201.20
AST – Software Subscription	AFIT531FERP – 03118	53101-113002-531180-000000-00000493-00000	$ 3,880,641.52
Total Maximum Indebtedness			**$29,772,070.72**

Attachments:
Attachment C – Revised Software Payment Schedule
1Cloud ERP Project Implementation and SaaS Subscription Finance Tracking

CC:
Marlene Russell, Director of Organizational Effectiveness

Klages, David

From: Ola, Ruben
Sent: Friday, May 08, 2020 1:18 PM
To: Klages, David
Cc: Kekec, Nihal
Subject: RE: GGAC/CSPEC for 5/14/20 ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document

I think its good but maybe we need to insert 1 page of email approving this project thru email by Kenneth Lathrop. Thanks again!

From: Klages, David
Sent: Friday, May 8, 2020 12:28 PM
To: Ola, Ruben
Cc: Kekec, Nihal
Subject: RE: GGAC/CSPEC for 5/14/20 ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document

* In lieu of signed memo.

Done. Please see attached... I think the order of the attachments is correct but if you need me to rearrange any pages just let me know.

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Ola, Ruben
Sent: Friday, May 08, 2020 11:40 AM
To: Pearson, Daniel; Pease, Gregory; Fleming, Chelsey; Klages, David
Cc: Kekec, Nihal
Subject: GGAC/CSPEC for 5/14/20 ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document

Good Morning,

Attached is document for GGAC/CSPEC agenda on 5/14/20. Dave, kindly sign for my behalf.
Thanks,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837

Email: rubeno@coj.net

From: Turner, Michael
Sent: Friday, May 8, 2020 8:29 AM
To: Lathrop, Kenneth; Ola, Ruben
Cc: Fleming, Chelsey; Pease, Gregory; Pearson, Daniel; Ossi, Thomas; Geake, Tracy
Subject: RE: 1Cloud | ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document - 2nd Renewal Amendment #4

Thanks Ken.

Ruben,
Please use the attached memo. I had updated the justification paragraph. Ken has reviewed and approved

Thank you,

Michael S. Turner
PMO Manager
City of Jacksonville
Office: (904) 255.8413
Cell: (904) 487.7399
www.coj.net

From: Lathrop, Kenneth <LATHROP@coj.net>
Sent: Friday, May 8, 2020 8:18 AM
To: Ola, Ruben <RubenO@coj.net>; Turner, Michael <MTurner@coj.net>
Cc: Fleming, Chelsey <CFleming@coj.net>; Pease, Gregory <GPease@coj.net>; Pearson, Daniel <Pearson@coj.net>; Ossi, Thomas <TOssi@coj.net>; Geake, Tracy <TGeake@coj.net>
Subject: RE: 1Cloud | ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document - 2nd Renewal Amendment #4
Importance: High

Ruben,

I approved. Please let me know if more is required.

Thank you.

From: Ola, Ruben <RubenO@coj.net>
Sent: Thursday, May 7, 2020 6:33 PM
To: Turner, Michael <MTurner@coj.net>; Lathrop, Kenneth <LATHROP@coj.net>
Cc: Fleming, Chelsey <CFleming@coj.net>; Pease, Gregory <GPease@coj.net>; Pearson, Daniel <Pearson@coj.net>; Ossi, Thomas <TOssi@coj.net>
Subject: RE: 1Cloud | ESC-0549-16 AST 1Cloud SaaS Software Subscription Services Ordering Document - 2nd Renewal Amendment #4

Hi Michael,

Do you have signed agency memo or Director email approval for this file?
Thanks,

ESC-0549-16

1Cloud ERP

Project Implementation and SaaS Subscription Finance Tracking

4/22/2020

	Initial Award	Implementation Services - Amendment #1_P1.CR.1-01	Implementation Services - Amendment #2_SOA.CR-01 + Original Award Ordering Document True-Up + 1st Renewal	Amendment #1 1st Renewal Ordering Document (Decrease-DIPC Services)	Amendment #2 1st Renewal Ordering Document (Increase-New DIPC Services)	Amendment #3 1st Renewal Ordering Document (Increase-Additional Instances)	Implementation Services - Amendment #3_P1.CR.09 + P3.CR.02	Amendment #4 2nd Renewal Ordering Document (Increase-CX Usage+Budget Licenses)
Master Services Contract with AST (Implementation Services)	$ 23,063,150.00	$ 23,091,950.00	$ 23,136,950.00	$ 23,136,950.00	$ 23,136,950.00	$ 23,136,950.00	$ 24,657,228.00	$ 24,657,228.00
Ordering Document (SaaS Software Subscription)	$ 1,234,201.20	$ 1,234,201.20	$ 3,353,922.59	$ 3,256,302.27	$ 3,353,752.59	$ 3,362,480.72	$ 3,362,480.72	$ 5,114,842.72
Total All Contracts Not-to-Exceed Amount	**$ 24,297,351.20**	**$ 24,326,151.20**	**$ 26,490,872.59**	**$ 26,393,252.27**	**$ 26,490,702.59**	**$ 26,499,430.72**	**$ 28,019,708.72**	**$ 29,772,070.72**
Ordering Document (SaaS Software Subscription) Quarterly	$ 411,400.40	$ 411,400.40	$ 427,080.25	$ 402,675.17	$ 427,037.75	$ 429,219.78	N/A	$ 438,090.50
Ordering Document (SaaS Software Subscription) Annual Not-to-Exceed Amount	$ 1,234,201.20	$ 1,234,201.20	$ 1,708,320.99	$ 1,610,700.67	$ 1,708,150.99	$ 1,716,879.12	N/A	$ 1,752,362.00

Not-to-exceed Amount:	FAMIS Index Code	1Cloud Account String	Totals
AST – Implementation Services	AFIT53A – ITEF01 – 02 – 069509	53106-113002-565091-000636-00000000-00000	$ 24,657,228.00
AST – Software Subscription	AFIT53A – ITEF01 – 02 – 069509	53106-113002-565091-000636-00000000-00000	$ 1,234,201.20
AST – Software Subscription	AFIT531FERP – 03118	53101-113002-531180-000000-00000493-00000	$ 3,880,641.52
Total Maximum Indebtedness			**$ 29,772,070.72**

1Cloud ERP

Project Implementation and SaaS Subscription Finance Tracking

CSPEC Award Date	Contract Date	Terms	City Contract	Award	Award Amount	Total Not-To Exceed	Purchase Order	Comments
03/15/18	03/28/18 03/28/18 - 03/27/26	Eight (8) Years with Three (3) Optional Yearly Renewals	#10180-01	Cloud Services Agreement with Oracle			N/A	No dollar amount associate with this contract. This is the Public Sector Cloud Services Agreement. It documents some specific parts from the Ordering Document as associated with quantity limitation.
CSPEC Award Date	**Contract Date**	**Terms**	**City Contract**	**Award**	**Award Amount**	**Total Not-To Exceed**	**Purchase Order**	**Comments**
03/15/18	03/28/18 03/28/18 - 03/27/23	Five (5) Years with Three (3) Optional Yearly Renewals	#10420	**Master Services Contract with AST (Implementation Services)** - Initial Award and Contract	$ 23,063,150.00	$ 23,063,150.00	600006-20	Initial Award and Contract executed. Software Subscription only awarded for 3/4 of the annual expense due to budgtary limitations. During budget cycle additional funding allocated to cover the approved project costs.
12/13/18	1/14/2019 03/28/18 - 03/27/23	N/A	#10420 AMD 1	Implementation Services - Amendment #1_P1.CR.1-01	$ 28,800.00	$ 23,091,950.00	600006-20	Only increased the not-to-exceed amount for implementation services to $23,091,950
04/04/19	05/23/19 03/28/18 - 03/27/23	N/A	#10420 AMD 2	Implementation Services - Amendment #2_SOA.CR-01	$ 45,000.00	$ 23,136,950.00	600006-20	Award was approved for the additional implementation services, true up of the award amount for the SaaS Software Subscription and the 1st Year Renewal of the SaaS Software Subscription Ordering Document. Contract was at final stage for signatures when Oracle declined to accept the Ordering Document due to the approval not being recevied prior to 3/30/19 when the document expired. *Note-Accounting created a separate contract 10420-01 for this amendment.
12/15/19	01/06/20	N/A	#10420 AMD 3	Implementation Services - Amendment #3_P1.CR.09 Phase 1 Go Live Extension	$ 1,491,478.00	$ 24,628,428.00	600026-20	Change Order to account for the phase 1 go-live scheduel extension to 02/29/2020. Two payments: P1.CR.09 01 Pre-Prod Data Conversion Testing $522,017 and P1.CR.09 02 Phase 1 Go-tive $969,461.
12/15/19	01/06/20	N/A	#10420 AMD 3	Implementation Services - Amendment #3_P3.CR.02 COA Synch between GL and EPM	$ 28,800.00	$ 24,657,228.00	600026-20	Change Order o crate the intemediate solution for the EDM synching between the GL and EPM modules.
Pending	Pending	N/A		Implementation Services - Amendment #4_P2 CR.## Phase 2 Schedule Change				
CSPEC Award Date	**Contract Date**	**Terms**	**City Contract**	**Award**	**Award Amount**	**Total Not-To Exceed**	**Purchase Order**	**Comments**
03/15/18	03/28/2018 03/28/18 - 03/27/19	One (1) Year with Seven (7) Optional Yearly Renewals - Ordering Document *Renews Annually including the Attachment 1 Exhibit A Oracle Business Associcate Agreement*	#10421	**Ordering Document (SaaS Software Subscription)** - Initial Award and Contract	$ 1,234,201.20	$ 1,234,201.20	N/A	Initial Award and Contract executed. Software Subscription only awarded for 3/4 of the annual expense due to budgtary limitations. During budget cycle additional funding allocated to cover the approved project costs.
04/04/19	03/28/18 03/28/18 - 03/27/19	Seven (7) Years with Three (3) Optional Yearly Renewals - Ordering Document Renews Annually	#10420-01	Original Award Ordering Document True-Up	$ 411,400.40	$ 1,645,601.60	N/A	Award was approved for the additional implementation services, true up of the award amount for the SaaS Software Subscription and the 1st Year Renewal of the SaaS Software Subscription Ordering Document. Contract was at final stage for signatures when Oracle declined to accept the Ordering Document due to the approval not being recevied prior to 3/30/19 when the document expired. Oracle was retiring several products for their Data Integration Platform Cloud Services (DIPC) and these products were no longer valid on the Ordering Document. After many review and validation sessions with AST confirming the expired products and pricing to be removed, CDI went back to Awards on 5/2/19 to remove the DIPC services products, decrease the annual renewal, quarterly payments and decrease the not-to-exceed amount. Oracle required AST to
04/04/19	03/28/19 - 03/27/20		#10420-01	1st Renewal Ordering Document	$ 1,708,320.99	$ 3,353,922.59	N/A	
05/02/19	05/21/19 03/28/19 - 03/27/20		#10420-01	1st Renewal Ordering Document - Amendment #1_(Decrease-DIPC Services)	$ (97,620.32)	$ 3,256,302.27	N/A	
05/23/19	05/31/19 03/28/19 - 03/27/20		#10420-02	1st Renewal Ordering Document - Amendment #2_(Increase-New DIPC Services)	$ 97,450.32	$ 3,353,752.59	N/A	Oracle's replacement product numbers for the DIPC were provided and another amendment to the 1st Year renewal Ordering document was created. Oracle treated this as a separate Ordering Document, co terming with the 1st year renewal. On 5/23/19 CSPEC approved the increase in SaaS Subscription Services, additional quarterly payment schedule and increased the not-to-exceed amount. Contract was was amended and executed. *Note-Accounting created a separate contract 10420-02 for this amendment.
10/24/19	11/05/19 03/28/19 - 03/27/20		#10421-01	1st Renewal Ordering Document - Amendment #3_(Increase-Additional Instances)	$ 8,728.13	$ 3,362,480.72	600020-20	Requested 3 additional Oracle instances in order to accommodate the layering of the 3 phases implementations being performed concurrently. Instances are pro-rated to term at the end of the 1st Renewal of the Ordering Document and will be eligible to renew for a full year. Payment for the instances for the initial perioed will be paid in the 4th quarter payment.
Pending	03/28/20 - 03/27/21	Six (6) Years with Three (3) Optional Yearly Renewals - Ordering Document Renews Annually		2nd Renewal Ordering Document	$ 1,752,362.00	$ 5,114,842.72		

ESC-0569-16

1Cloud ERP

Project Implementation and SaaS Subscription Finance Tracking

CSPEC Award Date	Award	Master Services Contract with AST (Exhibit 1): Implementation Services	Ordering Document with AST (Exhibit 3): SaaS Software Subscription	Total Not-To Exceed
03/15/18	Initial Award - Master Services Contract with AST (Implementation Services), Cloud Services Agreement with Oracle, Ordering Document (SaaS Software Subscription)	$ 23,063,150.00	$ 1,234,201.20	$ 24,297,351.20
12/13/18	Implementation Services - Amendment #1_P1.CR.1-01	$ 28,800.00		$ 24,326,151.20
04/04/19	Implementation Services - Amendment #2_SOA.CR-01	$ 45,000.00		
	Original Award Ordering Document True-Up		$ 411,400.40	
	1st Renewal Ordering Document		$ 1,708,320.99	$ 26,490,872.59
05/02/19	1st Renewal Ordering Document - Amendment #1_(Decrease-DIPC Services)		$ (97,620.32)	$ 26,393,252.27
05/23/19	1st Renewal Ordering Document - Amendment #2_(Increase-New DIPC Services)		$ 97,450.32	$ 26,490,702.59
10/24/19	1st Renewal Ordering Document - Amendment #3_(Increase-Additional Instances)		$ 8,728.13	$ 26,499,430.72
12/15/19	Implementation Services - Amendment #3_P1.CR.09 Phase 1 Go Live Extension and P3.CR.02 COA Synch between GL and EPM	$ 1,520,278.00		$ 28,019,708.72
Pending	2nd Renewal Ordering Document - Amendment #4		$ 1,752,362.00	
		$ 24,657,228.00	**$ 5,114,842.72**	**$ 29,772,070.72**

1. SaaS Software Subscription Fees

Identifier	Deliverable	Est. Due Date	Fees
SAS.01-01	Year 1:Quarterly Oracle Software Subscription Fee	03/19/18	$411,400.40
SAS.01-02	Year 1:Quarterly Oracle Software Subscription Fee	06/18/18	$411,400.40
SAS.01-03	Year 1:Quarterly Oracle Software Subscription Fee	09/18/18	$411,400.40
SAS.01-04	Year 1:Quarterly Oracle Software Subscription Fee	12/18/18	$411,400.40
SAS.02-01	Year 2:Quarterly Oracle Software Subscription Fee	03/19/19	$427,037.70
SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee	06/19/19	$427,037.70
SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee	09/18/19	$427,037.70
SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee	12/18/19	$430,975.20
SAS.03-01	Year 3:Quarterly Oracle Software Subscription Fee	03/28/20	$438,090.57
SAS.03-02	Year 3:Quarterly Oracle Software Subscription Fee	06/27/20	$438,090.57
SAS.02-03	Year 3:Quarterly Oracle Software Subscription Fee	09/26/20	$438,090.57
SAS.03-04	Year 3:Quarterly Oracle Software Subscription Fee	12/26/20	$438,090.57
SAS.04-01	Year 4:Quarterly Oracle Software Subscription Fee	03/28/21	$438,090.57
SAS.04-02	Year 4:Quarterly Oracle Software Subscription Fee	06/27/21	$438,090.57
SAS.04-03	Year 4:Quarterly Oracle Software Subscription Fee	09/26/21	$438,090.57
SAS.04-04	Year 4:Quarterly Oracle Software Subscription Fee	12/26/21	$438,090.57
SAS.05-01	Year 5:Quarterly Oracle Software Subscription Fee	03/28/22	$438,090.57
SAS.05-02	Year 5:Quarterly Oracle Software Subscription Fee	06/27/22	$438,090.57
SAS.05-03	Year 5:Quarterly Oracle Software Subscription Fee	09/26/22	$438,090.57
SAS.05-04	Year 5:Quarterly Oracle Software Subscription Fee	12/26/22	$438,090.57
SAS.06-01	Year 6:Quarterly Oracle Software Subscription Fee	03/28/23	$455,614.19
SAS.06-02	Year 6:Quarterly Oracle Software Subscription Fee	06/27/23	$455,614.19
SAS.06-03	Year 6:Quarterly Oracle Software Subscription Fee	09/26/23	$455,614.19
SAS.06-04	Year 6:Quarterly Oracle Software Subscription Fee	12/26/23	$455,614.19
SAS.07-01	Year 7:Quarterly Oracle Software Subscription Fee	03/27/24	$473,838.76
SAS.07-02	Year 7:Quarterly Oracle Software Subscription Fee	06/26/24	$473,838.76
SAS.07-03	Year 7:Quarterly Oracle Software Subscription Fee	09/25/24	$473,838.76
SAS.07-04	Year 7:Quarterly Oracle Software Subscription Fee	12/25/24	$473,838.76
SAS.08-01	Year 8:Quarterly Oracle Software Subscription Fee	03/27/25	$492,792.31
SAS.08-02	Year 8:Quarterly Oracle Software Subscription Fee	06/26/25	$492,792.31
SAS.08-03	Year 8:Quarterly Oracle Software Subscription Fee	09/25/25	$492,792.31
SAS.08-04	Year 8:Quarterly Oracle Software Subscription Fee	12/25/25	$492,792.31
		Total	14,303,757.80

2. Oracle Software Fee Details (2nd renewal March 2020 - February, 2021)

Part#	Item	Monthly Unit Price	Qty	Term	Extended Yearly Price
B86836	Oracle Fusion Financials Cloud Service - Hosted Named User	0.700	8,500	12	$71,400.00
B86838	Oracle Fusion Expenses Cloud Service - Hosted Expense Report	0.070	8,500	12	$7,140.00
B86840	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	0.070	8,500	12	$7,140.00
B86841	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	0.070	8,500	12	$7,140.00
B86843	Oracle Fusion Purchasing Cloud Service - Hosted Named User	0.560	8,500	12	$57,120.00
B86848	Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	0.140	8,500	12	$14,280.00
B86844	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	0.560	8,500	12	$57,120.00
B86845	Oracle Fusion Supplier Qualification Cloud Service – Hosted Named User	0.560	8,500	12	$57,120.00
B86846	Oracle Fusion Sourcing Cloud Service - Hosted Named User	0.560	8,500	12	$57,120.00
B86847	Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	0.560	8,500	12	$57,120.00
B86852	Oracle Fusion Project Management Cloud Service – Hosted Named User	0.280	8,500	12	$28,560.00
B86854	Oracle Fusion Task Management Cloud Service – Hosted Named User	0.140	8,500	12	$14,280.00
B86850	Oracle Fusion Project Financials Cloud Service - Hosted Named User	0.700	8,500	12	$71,400.00
B86849	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	0.560	8,500	12	$57,120.00
B86855	Oracle Fusion Grants Management Cloud Service - Hosted Named User	0.350	8,500	12	$35,700.00
B86853	Oracle Fusion Project Resource Management Cloud Service – Hosted Named User	0.140	8,500	12	$14,280.00
B69729	Oracle Fusion Inventory Management Cloud Service – Hosted Named User	24.500	10	12	$2,940.00
B85800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	0.910	11,000	12	$120,120.00
B86334	Oracle Payroll Cloud Service for United States - Hosted Employee	0.490	11,000	12	$64,680.00
B75365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	0.210	5,000	12	$12,600.00
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	437.500	7	12	$36,750.00
B81291	Oracle Fusion Career Development Cloud Service - Hosted Employee	0.070	8,500	12	$7,140.00
B85242	Oracle Learning Cloud Service - Hosted Named User	0.340	8,500	12	$34,680.00
B87388	Oracle Fusion Human Resources Help Desk Cloud Service - Hosted Employee	0.440	8,500	12	$44,880.00
B67293	Oracle Fusion Performance Management Cloud Service - Hosted Named User	0.140	8,500	12	$14,280.00
B67294	Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User	0.070	8,500	12	$7,140.00
B67295	Oracle Fusion Workforce Compensation Cloud Service – Hosted	0.210	8,500	12	$21,420.00
B67291	Oracle Fusion Goal Management Cloud Service - Hosted Named User	0.140	8,500	12	$14,280.00
B85802	Oracle Financial Consolidation and Close Cloud Service- Hosted Named User	27.500	25	12	$8,250.00
B88579	Oracle Additional Environments for Financial Consolidation and Close Cloud Service – Test Environment	275.000	1	12	$3,300.00
B85698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	17.500	200	12	$42,000.00
B88577	Oracle Additional Environments for Enterprise Planning and Budgeting Cloud Service – Test Environment	275.000	1	12	$3,300.00
B79785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	8.400	25	12	$2,520.00
B88576	Oracle Additional Environments for Enterprise Performance Reporting Cloud Service – Test Environment	275.000	1	12	$3,300.00
B86152	Oracle Profitability and Cost Management Cloud Service – Hosted Named User	35.000	20	12	$8,400.00
B88581	Oracle Additional Environment for Profitability and Cost Management Cloud Service – Test Environment	275.000	1	12	$3,300.00
B88490	Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat (Yearly Unit Price)	24.376	2,400	1 Year	$58,501.44
B72237	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity (Yearly Unit Price)	0.448	7,000	1 Year	$3,136.00
B72234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity (Yearly Unit Price)	2.310	4,000	1 Year	$9,240.00
B68251	Oracle RightNow Emails Sent Monthly – 100 emails sent – Pooled Capacity (Yearly Unit Price)	0.084	1,200	1 Year	$100.80
B82256	Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat (Yearly Unit Price)	1.996	2,600	1 Year	$5,188.56

Attachment C - Software Pay Schedule

B78444	Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat (Yearly Unit Price)	8.000	5	1 Year	$40.00
B86967	Oracle Policy Automation Agent Cloud Service Cloud Service - Hosted Named Seat (Yearly Unit Price)	6.400	50	1 Year	$320.00
B79885	Oracle Field Service Core Managed Cloud Services Hosted Named User	2.400	50	12	$1,440.00
B79887	Oracle Field Service Mobility Cloud Service Hosted Named User	2.000	50	12	$1,200.00
B79889	Oracle Field Service Routing Cloud Service Hosted Named User	2.000	50	12	$1,200.00
B79893	Oracle Field Service Customer Communication Cloud Service - Hosted Named User	1.600	50	12	$960.00
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	583.333	1	12	$7,000.00
B88801	Oracle Java Cloud Service - High Performance - Government - OCPU Per HouR	0.000	4,464	12	$0.00
B90285	Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour	2.395	7,440	12	$213,842.22
B90560	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	0.987	11,904	12	$140,933.84
B88809	Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	0.968	744	12	$8,643.73
B90022	Oracle SOA Suite Cloud Servic	0.575	5,952	12	$41,059.74
B89428	Oracle Cloud Infrastructure - Load Balancer - 400 Mbs - Government	0.050	1,488	12	$901.55
B89435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month	0.025	10,240	12	$3,102.11
B89436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	0.002	12,288	12	$297.80
B89437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	0.015	34,816	12	$6,328.30
B89432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	0.000	3,072	12	$0.00
B90565	Oracle Identity Cloud Service - Enterprise User Government - User per Month	0.751	8,600	12	$77,544.94
B90566	Oracle Identity Cloud Service - Consumer User Government - User per Month	0.058	3,500	12	$2,430.00
L42187	Oracle Data Integrator Enterprise Edition - Processor	1,010.011	6	12	$72,720.76
B89435	Oracle Cloud Infrastructure - Block Volume - Government - Gigabyte Storage Capacity per Month	0.025	1,024	12	$310.26
B89437	Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	0.015	2,048	12	$371.81
B89436	Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	0.002	1,024	12	$29.13
B89422	Oracle Cloud Infrastructure Compute - Virtual Machine - Standard - X7 - Government OCPU per Hour	0.195	4,464	12	$10,449.31
B89432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	0.000	3,072	12	$0.00
B90937	Oracle Identity Foundation Cloud Service - Government - Each	0.000	1	12	$0.00
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	437.500	3	12	$15,750.00
				Total	$1,752,362

$438,090.57

Removed Products

B88386	Oracle Social Cloud, Standard – Production Environment	52.000	0	12	$0.00
B88389	Oracle Social Cloud, Standard – Message Data – 1,000 Messages	0.167	0	12	$0.00
B70790	Oracle Additional Test Environment for Oracle RightNow Cloud Service - Test Environment	250.000	0	12	$0.00

Oracle SaaS Ordering Document

Partner Name **Partner Address**	Applications Software Technology LLC 4343 Commerce Ct STE 701 Lisle, IL-60532	**Partner Contact** **Phone Number** **Email Address**	Sandy Wade 630 201-9627 ap@astcorporation.com
End User Name **End User Address**	City of Jacksonville 117 W Duval St Ste 400 JACKSONVILLE FL 32202	**End User Technical Contact** **Phone Number** **Email Address**	Michael Turner 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 Employee	8,500	12
B86838	Oracle Fusion Expenses Cloud Service - Hosted Employee	8,500	12
B86840	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	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 Employee	8,500	12
B86845	Oracle Fusion Supplier Qualification Management Cloud Service – Hosted Employee	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 Employee	8,500	12
B86855	Oracle Fusion Grants Management Cloud Service - Hosted Employee	8,500	12
B86853	Oracle Fusion Project Resource Management Cloud Service – Hosted Employee	8,500	12
B69729	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 Fusion Payroll Cloud Service for United States - Hosted Employee	11,000	12
B75365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	5,000	12
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	10	12
B81291	Oracle Fusion Career Development Cloud Service - Hosted Named User	8,500	12
B85242	Oracle Fusion Learning Cloud Service - Hosted Named User	8,500	12
B87388	Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	8,500	12
B67293	Oracle Fusion Performance Management Cloud Service - Hosted Named User	8,500	12
B67294	Oracle Fusion Talent Review and Succession Management Cloud Service – Hosted Named User	8,500	12
B67295	Oracle Fusion Workforce Compensation Cloud Service – Hosted Named User	8,500	12
B67291	Oracle Fusion Goal Management Cloud Service - Hosted Named User	8,500	12

B85802	Oracle Financial Consolidation and Close Cloud Service- Hosted Named User	25	12
B88579	Oracle Additional Environments for Oracle Financial Consolidation and Close Cloud Service – Test Environment	1	12
B85698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	200	12
B88577	Oracle Additional Environments for Oracle Enterprise Planning and Budgeting Cloud Service – Test Environment	1	12
B79785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	25	12
B88576	Oracle Additional Environments for Oracle Enterprise Performance Reporting Cloud Service – Test Environment	1	12
B86152	Oracle Profitability and Cost Management Cloud Service – Hosted Named User	20	12
B88581	Oracle Additional Environments for Oracle Profitability and Cost Management Cloud Service – Test Environment	1	12
B88490	Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service, Hosted Named Seat Month	2,400	12
B72237	Oracle RightNow Universal Core Service Tier 1 Sessions Service Period Pool – 100 session – Pooled Capacity	7,000	12
B72234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool – 100 Sessions – Pooled Capacity	4,000	12
B68251	Oracle RightNow Emails Sent Service Period Pool – 100 Emails Sent - Pooled Capacity	1,200	12
B82256	Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month	2,600	12
B78444	Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	5	12
B86967	Oracle Policy Automation Agent Cloud Service - Hosted Named Seat Month	50	12
B79885	Oracle Field Service Core Manage Cloud Service - 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
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud – Each	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	11,904	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 - 400Mbps Load Balancer - Government – Load Balancer Hour	1,488	12
B89435	Oracle Cloud Infrastructure – Block Volume – Government – GB Storage Capacity per Month	11,264	12
B89436	Oracle Cloud Infrastructure - Object Storage - Request - Government - 10,000 Requests per Month	13,312	12
B89437	Oracle Cloud Infrastructure – Object Storage – Storage - Government - Gigabyte Storage Capacity per Month	36,864	12
B89432	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Gigabyte Outbound Data Transfer per month	6,144	12
B90565	Oracle Identity Cloud – Enterprise User – Government	8,600	12
B90566	Oracle Identity Cloud – Consumer User – Government	3,500	12
B90937	Oracle Identity Foundation Cloud Service – Government - Each	1	12
L42187	Oracle Data Integrator Enterprise Edition - Processor	6	12
B89422	Oracle Cloud Infrastructure Compute – Virtual Machine – Standard – X7 -Government – OCPU per Hour	4,464	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 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 your data, at all times, will reside in the United States of America.

4. Offer Validity:

This order is valid through -30-May-2020 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 five (5) 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 (Year 4): 0% increase
- Option Year Two (Year 5): 0% increase
- Option Year Three (Year 6): 4% increase over previous year
- Option Year Four (Year 7): 4% increase over previous year
- Option Year Five (Year 8): 4% increase over previous year

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, through March 29, 2021, 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
B88827	Oracle CASB for Oracle SaaS –Enterprise User	$0.001	100	12 months
B88828	Oracle CASB for Oracle SaaS –Non-Enterprise User	$0.0008	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 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.

- 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 1.04
- 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

(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."

Attachment 1 to Exhibit A

ORACLE BUSINESS ASSOCIATE AGREEMENT

ORACLECONTRACTINFORMATION

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_____, 2020. {*to be completed by Oracle*}.

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

Attachment 1 to Exhibit A

Additional End User Terms

I. END USER TERMS – ORACLE FIELD CLOUD SERVICES

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

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

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

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

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

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