10

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to amend the award with Oracle America, Inc. for an increase of $148,523.19 for the expansion order of FY2024 Annual SaaS Software Subscription Services for the 1Cloud ERP System. Period of service will remain the same to end March 29, 2025. Total revised award expenditure not to exceed $5,619,420.65.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract amendment #6 (City Contract 71829-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $5,619,420.65 **Requisition #** FAIT-501331-24

Attachments: Agency Memo, Supplier Quote, Previous Awards

Certification as to Single Source: Wanyonyi Kendrick, Chief of Information Technologies Division/CIO

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

ANALYST: Corey Sidlo

FOR: **Dustin Freeman, Chief**
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor
Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202
(904) 630-CITY
www.jacksonville.gov

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement Division

VIA: Anna Brosche, Director of Finance and Administration / CFO

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO

FROM: Paul Freeman, Enterprise Applications Manager

SUBJECT: **SS-12585-22 - Software as a Service (SaaS) Subscription for the 1Cloud ERP System**

DATE: May 17, 2024

The Information Technologies Division, (ITD) requests approval to increase the award by $148,523.19 with Oracle America, Inc. for the expansion order of FY2024 Annual SaaS Software Subscription Services for the 1Cloud ERP System.

The period of service will remain the same until March 29, 2025. The current award expenditure not-to-exceed $5,470,897.46. The revised total award expenditure not-to-exceed $5,619,420.65.
This purchase will be executed via Amendment #6 to City Contract 71829-22, through the Office of General Counsel.

FUNDING SOURCE: 53101.113002.531180.000000.00000493.00000.0000000

Attachments: SS-12585-22 Previous Awards, Oracle Ordering Document CPQ-3262681-B-1

CC: Thomas Ossi, Technology Contract and Records Manager
Ruben Ola, Contract Compliance Analyst

ORACLE

ORDERING DOCUMENT

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

Name	City of Jacksonville	**Contact**	Paul Freeman
Address	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202	**Phone Number**	9042558062
		Email Address	pfreeman@coj.net

Expansion at Renewal Term: 29-Mar-2025

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.83	14,953.60
B86845 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88
B86846 - Oracle Fusion Sourcing Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88
B86852 - Oracle Fusion Project Management Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.33	5,981.44
B86854 - Oracle Fusion Task Management Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.17	2,990.72
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.08	1,495.36
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.08	1,495.36
B86841 - Oracle Fusion Document Recognition Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.08	1,495.36
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.17	2,990.72
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.66	11,962.88

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.83	14,953.60
B86853 - Oracle Fusion Project Resource Management Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.17	2,990.72
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.42	7,476.80
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	1500	12 mo	0.17	2,990.72
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	5000	12 mo	0.12	7,476.80
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.15	2,725.63
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.08	1,495.36
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.08	1,495.36
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.04	747.68
B67295 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.12	2,243.04
B81291 - Oracle Fusion Career Development Cloud Service - Hosted Named User	NORTH AMERICA	1500	12 mo	0.04	747.68
			Subtotal		148,523.19

Fee Description	Net Fee
Cloud Services Fees	148,523.19
Net Fees	148,523.19
Total Fees	148,523.19

A. Terms of Your Order

1. Applicable Agreement:

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

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-MAY-2024

6. Service Specifications

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

7. Services Period

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

B. Additional Order Terms

1. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for one (1) additional 12-month renewal periods (each an "Option Year") for the fees specified below in the table above. Professional Services are not included in the Option Years.

Option Year 1: (commencing the day after the last day of the Services Period specified on this order): $[Total 12-month annualized Cloud Services fees for the Services Period under this order] x 1.04

You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed 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 order.

2. Oracle Field Cloud Services

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. 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 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, Oracle 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 Oracle 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.

4. Additional Fees for Any Increased Usage/Capacity

As described in the Oracle Government PaaS and IaaS Cloud Services - Service Descriptions available at http://www.oracle.com/contracts, if you in a given month exceed the quantity 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.

a. You must allocate funds for additional fees for any increased usage/capacity of Government Tech Cloud Services under this order.

b. The increased services shall be equal to the actual number of increased usage/capacity in a given month less the quantity of services ordered for that given month under this order.

c. You will be invoiced directly for the additional fees applicable to such increase in your usage/capacity, monthly in arrears.

d. Such invoice shall not require a separate ordering document, and your use of such increased usage/capacity of Cloud Services will be pursuant to the terms and conditions of this order.

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

The terms and conditions set forth in Exhibit A to this ordering document are applicable to the Cloud Service listed in the tables above Section A of the ordering document.

6. No Excess Obligation

In the event sufficient budgeted funds are not available, You may terminate this order immediately without penalty or expense; provided however: (a) that for the first year and each year of the subsequent three year renewal option (if elected by You), You 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.

7. Additional Price Hold

For a period of 12 months from the Cloud Services Start Date of this order, You may order the Cloud Services specified below at the appropriate fee specified below, provided the Cloud Services are available in production release when ordered.

Part #	Product Description & Metric	Minimum Qty	Unit Net Price per Month
B89322	Oracle Fusion Advanced Access Controls Cloud Service - Hosted Employee	10000	$3200
B86842	Oracle Fusion Advanced Financial Controls Cloud Service - Hosted Employee	10000	$1600
B86837	Oracle Fusion Financial Reporting Compliance Cloud Service - Hosted Employee	10000	$1600

8. Price Hold

During the Services Period, City of Jacksonville may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above for expansion of the Cloud Services under this order. This price hold does not apply to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, 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 order.

9. No Auto-Renewal

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

10. RightNow Hosting URL

Unless You and Oracle agree otherwise, the URL for Your Oracle RightNow Cloud Services will be based on Oracle's standard naming convention (e.g., http: customername.custhelp.com).

11. Data Processing Agreement Exclusion for EDU Cloud Services

The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.

12. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the footer CPQ-3262681-A between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

City of Jacksonville		Oracle America, Inc.	DocuSigned by:
Signature		Signature	Mike Estrada 908D81053A88411
Name		Name	Mike Estrada
Title		Title	NAMER Sr Contracts Manager
Signature Date		Signature Date	08-May-2024 | 2:18 PM PDT

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	City of Jacksonville	**Customer Name**	City of Jacksonville
Customer Address	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202	**Customer Address**	Ed Ball 9th Floor 214 North Hogan Street 9TH FLOOR JACKSONVILLE FL 32202
Contact Name	Paul Freeman	**Contact Name**	Paul Freeman
Contact Phone	9042558062	**Contact Phone**	9042558062
Contact Email	pfreeman@coj.net	**Contact Email**	pfreeman@coj.net

Exhibit A

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

A. MODIFICATIONS TO THE AGREEMENT

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

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

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

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

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

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

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

costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

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

8.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially Exhibit A - Page 2 affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third-party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with Material and refund any unused, prepaid fees for such Services.

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

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

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

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

4. Assignment. In Section 22 of the Agreement, add the following new sentence to the existing paragraph:
"Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent."

5. **Other.** The provisions of Section 17.4 of the CSA are deleted in their entirety and replaced with the following:
"17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F .5.95.11(2)(b)."

B. CITY OF JACKSONVILLE TERMS AND CONDITIONS OF THE ORDER

1. Maximum Indebtedness. As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of City for Services Period specified in the ordering document CPQ-3262681-B shall not exceed the fixed sum of $148,523.19.

2. Retention of Records/Audit. To the extent required by Section 126.108(a), Jacksonville Ordinance Code, contractor shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with contractor's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to contractor, at Your Cost, and provided that such audit does not unreasonably interfere with contractor's normal business operations, shall allow access and examination of the Records by You at all reasonable times until the expiration of three (3) years after final payment under the Ordering Document. For the avoidance of doubt, the parties agree that "all reasonable times" as used in the immediately preceding sentence shall mean no more frequently than once every 12 months.

3. Compliance with Laws. Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Ordering Document and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Ordering Document and impose obligations directly upon You with respect to the Services. For the avoidance of doubt, the parties acknowledge that such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law); and that a law is not required to utilize the actual name of a party in order to be expressly applicable to that party.

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

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

6. Taxes. If You provide a valid certificate of tax exemption in advance of the date taxes are due, Oracle will not invoice You the taxes described in the Fees and Payment section of the Agreement.

7. E-Verify. Oracle shall provide evidence of compliance with this provision to the City. Failure to comply with this provision shall be a material breach of this Agreement, and the City may choose to terminate this Agreement in accordance with Section 9.4 of the Oracle Cloud Services Agreement US-CSA-CPQ-684547. Oracle further agrees to comply with any additional obligations under Section 448.095, Florida Statutes which by their nature are directly applicable to Oracle as a Contractor as defined in the statute.

CERTIFICATE OF ASSISTANT SECRETARY
OF
ORACLE AMERICA, INC.

30 January 2023

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Oracle America, Inc., a Delaware corporation (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation and further certify that:

1. The Document Signing Authority (the "DSA") of the Corporation was duly adopted by its Board of Directors, and the DSA is currently in full force and effect.

2. Michael Estrada currently serves as a Sr. Manager, Deal Management (M3) of the Corporation.

3. Michael Estrada is empowered to execute any or all of the documents specified below in Exhibit A for, and in the name of, and on behalf of the Corporation.

IN WITNESS WHEREOF, I have executed this Certificate on this 30th day of January 2023.

DocuSigned by:

Name: Kimberly Woolley
Assistant Secretary

EXHIBIT A

3.C	DOCUMENT	DOLLAR VALUE	SIGNING AUTHORITY
a	Commercial Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount (all lines of business)	… • Schedule E, (Deal Management)

3.D	DOCUMENT	SIGNING AUTHORITY
a	Standard Confidentiality or Non-Disclosure Agreement which relates to a Commercial Revenue Generating Document.	… • Schedule L, (Deal Management)
b	Non-Standard Confidentiality or Non-Disclosure Agreement which relates to a Commercial Revenue Generating Document.	… • Schedule L, (Deal Management)
c	Standard assignment and change of name documents	… • Schedule L, (Deal Management)
d	Non-Standard assignment, change of name, and novation documents.	… • Schedule L, (Deal Management)
f	Proposals to prospective and existing customers, including tenders, referencing Oracle Standard terms.	… • Schedule F, (Deal Management)
g	Proposals to prospective and existing customers, including tenders, referencing Non-Standard terms.	… • Schedule F, (Deal Management)
h	Standard trial agreements	… • Schedule F, (Deal Management)
i	Non-Standard trial agreements	… • Schedule F, (Deal Management)

l	Partner certificates, manufacturer authorization forms, any similar type documents	… • Schedule G, (Deal Management)
m	Electronic Commerce Agreements (ECA) on behalf of Oracle Local related to customers submitting orders electronically.	… • Schedule F, (Deal Management)
n	Standard publication rights agreements	… • Schedule F, (Deal Management)
o	Non-standard publication rights agreements	… • Schedule F, (Deal Management)

3.E	DOCUMENT	DOLLAR VALUE	SIGNING AUTHORITY
a	Public Sector Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount (all lines of business)	… • Schedule E, (Deal Management)
b	Public Sector Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	For contracts up to $3,000,000 (all lines of business)	… • Schedule I, (Deal Management)
h	Standard Services Revenue Generating Document for the provision of Oracle consulting services to a Public Sector Customer on a time and materials basis, provided that: (i) such agreements do not materially affect other organizations of Oracle Local; (ii) the duration of the projects specified does not exceed thirty (30) person-days of services; (iii) the scope of the services specified does not involve Oracle Applications or Custom Development;	Equal to or less than $50,000	… • Schedule F (line of business relevant to the particular matter)

	This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local's standard escrow provisions, or (iii) that have any terms that require approval of the Chief Executive Officer.		
j	Revenue Generating Documents in respect of acquired company products where such acquired company has reached local legal entity combination, but has not yet reached local systems integration.	For contracts up to $100,000	… • Schedule F, Deal Management …
k	Revenue Generating Documents in respect of acquired company products where such acquired company has reached local legal entity combination, but has not yet reached local systems integration. This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount	… • Schedule F, Deal Management

3.F	DOCUMENT	SIGNING AUTHORITY
a	Standard Confidentiality or Non-Disclosure Agreement which relates to a Public Sector Revenue Generating Document.	… Schedule K (Deal Management) …
b	Non-Standard Confidentiality or Non-Disclosure Agreement which relates to a Public Sector Revenue Generating Document.	… Schedule K (Deal Management) …
c	Standard assignment and change of name documents in respect of a Public Sector Customer	… Schedule K (Deal Management)
d	Non-Standard assignment, change of name, and novation documents in respect of a Public Sector Customer.	… Schedule K (Deal Management) …
f	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Oracle Standard terms.	… Schedule F (Deal Management) …

g	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Oracle Standard terms, relating to bids up to $50,000.	… Schedule F (Deal Management) …
h	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Non-Standard terms, or referencing Oracle Standard terms relating to bids over $50,000	… Schedule F (Deal Management)
i	Standard trial agreements in respect of a Public Sector Customer	… Schedule F (Deal Management)
j	Non-Standard trial agreements in respect of a Public Sector Customer	… Schedule F (Deal Management)
m	Electronic Commerce Agreements (ECA) on behalf of Oracle Local related to customers submitting orders electronically.	… Schedule F (Deal Management)
n	Standard publication rights agreements in respect of a Public Sector Customer	… Schedule F (Deal Management) …
o	Non-standard publication rights agreements in respect of a Public Sector Customer	… Schedule F (Deal Management) …

…

E. SCHEDULE E

Independent Contributor 5 (IC5) level and above, or Director (M4) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

F. SCHEDULE F

Independent Contributor 4 (IC4) level and above, or Senior Manager (M3) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

G. SCHEDULE G

Independent Contributor 3 (IC3) level and above, or Manager (M2) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

I. SCHEDULE I

Manager (M2) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

K. SCHEDULE K
Manager (M1) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

L. SCHEDULE L
Independent Contributor 2 (IC2) level and above, or Manager (M1) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to amend the award with Oracle America, Inc. for an increase of $1,152,633.72 for the FY24 Annual SaaS Software Subscription Services for the 1Cloud ERP System. The amount requested includes a 4% yearly increase in cost. Services include Cloud Services for Management Cloud Service, Application Development Cloud Service, Big Data Cloud Service, Content Management Cloud Service, Analytics Cloud Service, Storage Cloud Service, Enterprise Integration Cloud Service, Security and Identity Cloud Service Data Integration Cloud Service, Compute Cloud Service, Network Cloud Service, and Data Management Cloud Service. Period of service will remain the same to end March 29, 2025. Annual estimated expenditure amount is $4,318,263.74. The revised total award expenditure not to exceed $5,470,897.46.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract amendment #5 (City Contract 71829-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $5,470,897.46 **Requisition #** FAIT-501331-24

Attachments: Agency Memo, Supplier Quote, Previous Awards

Certification as to Single Source: Wanyonyi Kendrick, Chief of Information Technologies Division/CIO

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

ANALYST: Corey Sidlo

Dustin Freeman, Chief
Procurement Division

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

CHAIRMAN

DATE 5/16/2024

ACTION OF AWARDING AUTHORITY

DATE: 5/17/2024

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

FORM GB-114, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to ratify the period of service from March 30, 2024 through date of executed contract.

Recommend approval to exercise the second of three (3) one (1) year renewal options and increase the award by $576,834.00 with Oracle America, Inc. for SaaS Software Subscription Services for the 1Cloud ERP System. Period of service is date of executed contract through March 29, 2025 with one (1) one (1) year renewal option remaining. Total estimated annual expenditure amount is $576,834.00. The revised total award expenditure amount not to exceed $4,318,263.74.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract amendment #4 (City Contract 71829-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $4,318,263.74 **Requisition #** FAIT-501228-24

Attachments: Agency Memo, Supplier Quote, Previous Awards

Certification as to Single Source: Wanyonyi Kendrick, Chief of Information Technologies Division/CIO

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

ANALYST: Corey Sidlo

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 4/4/2024

ACTION OF AWARDING AUTHORITY

DATE: 4/9/2024

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

~~Karen Bowling~~
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

FORM GB-114, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to increase the award by $477,429.28 with Oracle America, Inc. for an increase of 1,250.00 to the license quantity for Software as a Service (SaaS) Subscription for the 1Cloud ERP System. The license expansion will begin on the COJ contract execution date and co-terminate with the existing subscription period and will remain the same to end until March 29, 2024. The incremental cost for the remainder of the current term is estimated at $70,082.10, with a total increase of $477,429.28 over the remainder of the three (3) one-year renewal options. The revised total award expenditure not to exceed $3,741,429.74.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract amendment #3 (City Contract 71829-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $3,741,429.74 **Requisition # FAIT-500722-23**

Attachments: Agency Memo, Vendor Ordering Document, Previous Awards

Certification as to Single Source: Paul Freeman, Interim Chief of Information Technologies Division/Interim CIO

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

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

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

CHAIRMAN

DATE 9/7/2023

ACTION OF AWARDING AUTHORITY

DATE: 9/7/2023

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No. 2023-02

FORM GB-114, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to ratify the period of service from March 30, 2023 through date of award. Recommend approval to utilize the first of three (3) one (1) year renewal options with Oracle America, Inc for Software as a Service (SaaS) Subscription for the 1Cloud ERP System. Period of service will be from date of award through March 29, 2024. The requested annual expenditure not to exceed $1,662,782.70. The revised total award expenditure not to exceed $3,264,000.46.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract amendment (City Contract 71829-22, Amendment #2) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $3,264,000.46 **Requisition #** FAIT-500412-23

Attachments: Agency Memo, Vendor Ordering Document, Previous Awards

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

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

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 4/6/2023

ACTION OF AWARDING AUTHORITY

DATE: 4/6/23

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

FORM GB-114, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to increase the award by $1,136.26 with Oracle America, Inc. for Software as a Service (SaaS) Subscription for the 1Cloud ERP System. The request will provide the Accounting Division ten (10) additional Oracle Enterprise Performance Reporting Cloud Service licenses and ten (10) additional Oracle Financial Consolidation and Close Cloud Service licenses. Period of service will remain the same until March 29, 2023, with three (3) one (1) year renewal options. The revised total award expenditure not to exceed $1,601,217.76.

Funding Source: 53101.113002.531160.000000.00000493.00000.0000000
To be executed by formal contract amendment (City Contract 71829-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $1,601,217.76 **Requisition #** FAIT-500219-23

Attachments: Agency Memo, Vendor Ordering Document, Previous Award

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

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

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

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

CHAIRMAN

DATE 12/22/2022

ACTION OF AWARDING AUTHORITY

DATE: 12/22/22

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2013-02

FORM GB-114, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-12585-22**

Subject: Software as a Service (SaaS) Subscription for the 1Cloud ERP System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to retroact the period of service from March 30, 2022 to date of award.
Recommend approval of Single Source Award to Oracle America, Inc. in the amount of $1,600,081.50 for the Software as a Service (SaaS) Subscription for the 1Cloud Enterprise Resource Planning (ERP) system.
The list of licensed products is attached. These include Planning & Budgeting, a complete set of Financial modules, Procurement & Supplier modules, Projects and Grants modules, Human Resources and Oracle CX Customer Relationship Management (CRM), along with services which support each of these modules. The services include Test Environments, Reporting Environments, Identity Management for Users, Cloud Security, Cloud Storage, and Data Warehouse. Period of service will be from date of award through March 29, 2023, with three (3) one (1) year renewal options.

Funding Source: 53101.113002.531180.000000.00000493.00000.0000000
To be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $1,600,081.50 **Requisition #** FAIT-501660-22

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

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

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.208.

ANALYST: Ruben Ola

Gregory Peaks, Chief
Procurement Division

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

CHAIRMAN

DATE 5/12/2022

ACTION OF AWARDING AUTHORITY

DATE: 5.13.2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

For Mayor [illegible]
Executive Order No. 20

FORM GB-114, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The licenses are a Software as a Service (SaaS) Subscription from Oracle America, Inc. for the 1Cloud Enterprise Resource Planning (ERP) system. The list of licensed products is attached. These include: Planning & Budgeting, a complete set of Financial modules, Procurement & Supplier modules, Projects and Grants modules, Human Resources and Oracle CX Customer Relationship Management (CRM), along with services which support each of these modules. The services include: Test Environments, Reporting Environments, Identity Management for Users, Cloud Security, Cloud Storage, and Data Warehouse.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Oracle America, Inc. is the creator of the ERP software. Oracle is currently providing consulting and health check services for the City's ongoing ERP implementation in order to assist with overcoming project delays and ensure the required business functionality is present. In the original Implementation contract with AST (City Contract #10420), the City included a provision reserving the right to purchase licenses directly from Oracle. The contract with AST is still in force at this time, however the City now wishes to exercise the option not to purchase licenses from the reseller. The City will achieve a $154,000 savings on the current renewal by acquiring directly from Oracle. It is in the best interest of the City to purchase the licenses from

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Oracle America, Inc., is the developer and provider of the Oracle Cloud ERP Applications and the SaaS software licenses and subscription. The other option is to utilize a certified Oracle reseller, however, due to past experience, the City has taken the direction of doing business directly with Oracle America, Inc.