

**PUBLIC NOTICE**  
**"SPECIAL" PSEC AGENDA**  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
*Thursday, February 1, 2024, 10:00 a.m.*  
 Eighth Floor, Conference Room 851  
 Ed Ball Building, 214 N. Hogan Street  
 Jacksonville, FL 32202

**Join Teams Meeting**  
**For Teams link, please visit [coj.net/department/finance/procurement](#)**

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the city's intended decision for all recommended actions above the formal threshold. Please refer to 126.106 (e) if you wish to protest any of these items.

**Committee Members:** Robert Waremborg, Chairman  
 Brennan Merrill, Treasury  
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Ruben Oja Thomas Ossi	1	SS-10454-21 (P-08-22)	Contract Amendment No. 4 Oracle Cloud Consulting Services Information Technologies Division	That Contract No. 71055-21 between the City of Jacksonville and Oracle America, Inc., for Oracle Cloud Consulting Services be amended to increase the maximum indebtedness by \$750,000,000 to a new not-to-exceed maximum of \$2,625,600,000. All other terms and conditions as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/06/24	
Lori Boyer Susan Kelley	2	P-02-24	Introduce & Review Scope Architectural Services for Various Riverfront Food and Beverage Establishments Downtown Investment Authority(DIA)	That the committee approve the Scope of Services/Request for Proposals as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and Office of General Counsel appropriate to clarify the intent of the using agency and to insure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.		

Meeting Adjourned: \_\_\_\_\_  
*"The next PSEC meeting is scheduled to be held on Thursday, February 8, 2024."*





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.coj.net](http://www.coj.net)

**DATE:** January 9, 2024

**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:** Elizabeth Brown, IT Operations Manager

**SUBJECT:** SS-10454-21 Request to Increase PSEC Award – Oracle Consulting Services for 1Cloud

Anna L

Brosche

Wanyonyi

Kendrick

Elizabeth

Brown

Digitally signed by Anna L Brosche

Date: 2024.01.11 13:25:21 -05'00'

Digitally signed by Wanyonyi Kendrick

Date: 2024.01.10 17:38:42 -05'00'

Digitally signed by Elizabeth Brown

Date: 2024.01.09 17:58:43 -05'00'

*P-10-22*

The Information Technologies Division (ITD) requests approval to amend the existing Single Source award to Oracle Consulting Services (OCS), a division of Oracle America, Inc., to complete the scope of work for ERP Implementation Phase I.

The Phase I modules and business requirements to be completed are:

Module / Business Requirement	ERP Implementation Phase	Current Status
Budgetary Control, Module reconciliation & configuration, Bank Reconciliation	I	Partially implemented
Formal Procurement Sourcing	I	Partially implemented
Enterprise Projects Management module	I	Not started
Enterprise Contracts module – Deployment of Minimum Viable Product (MVP)	I	Not started
Financial Reporting (ACFR)	I	Not started
Jacksonville Small & Emerging Business (JSEB) functionality	I	Not started
EBS Interface (required for Bank Reconciliation)	I	Partially implemented
Supplier Qualification Management module (part of Procurement)	I	Not started

ITD Management is requesting an increase of \$750,000.00 to the current award of \$1,875,600.00, for a new total not-to-exceed amount of \$2,625,600.00.

The terms of the agreement shall remain the same as City Contract #70155-21, as amended, and continue through September 13, 2024. Upon award approval, a request for 4th contract amendment will be made through the Office of General Counsel.

Contract Purchase Agreement not-to-exceed amount: \$2,625,600.00

Tracy Geake

Digitally signed by Tracy  
Geake  
Date: 2024.01.10  
15:36:12 -05'00'

FUNDING SOURCE: 53106.113002.565091.000636.000000.00000000.000000.00000000

Attachments: SS-10454-21, 10454-21\_1, 10454-21\_2, 10454-21\_3

City Contract #70155-21

City Contract #70155-21 Amendment 1

City Contract #70155-21 Amendment 2

City Contract #10420 – Oracle ERP Cloud Implementation, Statement of Work p. 5 - “Listing of Modules by Phase”

CC: Paul Freeman, Enterprise Applications Manager  
Tom Ossi, Technology Contract & Records Manager  
Ruben Ola, IT Contract Compliance Analyst



# City of Jacksonville, Florida

**Lenny Curry, Mayor**

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY ONE JACKSONVILLE

August 25, 2022

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: **SS-10454-21 Oracle Cloud Consulting Service (Amendment No. 3) (P-08-22)**  
Finance and Administration Department/Information Technologies Division

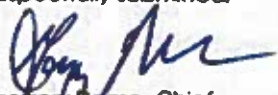
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 71055-21 between the City of Jacksonville and Oracle America, Inc., for Oracle Cloud Consulting Services be amended to increase the maximum indebtedness by \$500,000.00 to a new not-to-exceed maximum of \$1,875,600.00. All other terms and conditions, as previously amended shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
Lenny Curry, Mayor

This 29<sup>th</sup> day of August, 2022

GP 00

cc Council Auditor  
James McCon, Jr., OGC  
Subcommittee Members

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



# 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


July 15, 2022

**TO:** Gregory W. Pease  
Chief of Procurement

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

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

**SUBJECT:** Single Source Request – Oracle Consulting Services for 1Cloud

  
Digitally signed by  
Kenneth E. Lathrop  
Date 2022.07.29  
11:23:27 -0400

*470 # 3* *D-08-22*  
*SS-10454-21*

The Information Technologies Division, (ITD) requests to increase the award SS-10454-21 to Oracle Consulting Services (OCS), division of Oracle America, Inc. to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System.

The OCS team will provide services to assist the City of Jacksonville to develop and test the Formal Sourcing configurations, Annual Comprehensive Financial Report (ACFR), Projects and Grants revisions, Cash Management reconciliation and Year End Carry Forward process.

This request is for additional assessment and resolution hours to handle the scope of projects listed that require services provided by Oracle Consulting Services. This request is to increase the award by \$500,000.00. The Professional Services Ordering Document effective date will be upon the last party's execution.

Contract Purchase Agreement not-to-exceed amount: \$1,875,600.00

Digitally signed by Tracy Geake  
Tracy Geake  
Date 2022.07.29  
11:18:38 -0400

Funding Source: 53106.113002 565091.000636.00000000.000000.000000

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

**Attachments:**  
Justification of Single Source (JSS) Form Oracle Supplier's Single Source Letter  
Oracle Ordering Document & Quote

**CC:**  
Paul Freeman, Enterprise Applications Manager  
Elizabeth Brown, IT Operations Manager  
Thomas Ossi, Technology Contract and Records Manager  
Andre Conyers, IT Contract Administrator

## **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):**

To have Oracle Consulting Services (OCS) team, a division of Oracle America, Inc to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System in order to determine if 1.) Configuration changes are required, 2.) COJ business processes need revising, 3.) additional training is required or any combination of steps to resolve outstanding issues with the City's 1Cloud ERP System. Conduct discovery sessions to review documented implementation issues and current configuration of the 1Cloud system related to industry standards in the following areas: 1.) All Years Funds, 2.) Projects and Grants, 3.) Reporting. Conduct additional discovery sessions to review the current design and configuration at a high-level for: GL, Procurement, Payables, Receivables, Assets, Security, Roles and Workflows. Services include assisting COJ to make any corrections required. This is a time and materials services request for a cost of \$325,600 for a period of 12 months upon contract signing. Services will be procured using account string 53106.113002.565091.000636.00000000.00000.0000000.

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

As Oracle America, Inc., is the developer and provider of the Oracle Cloud ERP Applications, OCS is the appropriate and prudent source for any Cloud applications analysis implementation. OCS is focused solely on providing application consulting services specific to Oracle Software. Contracting for the software implementation services directly with the company that is also the developer of the applications themselves provides many unique advantages including deep product functional and technical capability and ready access to Oracle software development.

### **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 Consulting Services, OCS of Oracle America, Inc. is focused solely on providing application consulting services specific to Oracle Software. OCS has provided confirmation that their organization is the only company to provide the consulting services provided by Oracle

Procurement Division \_\_\_\_\_

March, 2020



# 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.

August 19, 2021

**TO:** Gregory W. Pease  
Chief of Procurement

**VIA:** Kenneth Lathrop  
Chief of Information Technologies/CIO

**Kenneth E. Lathrop**  
Digitally signed by  
Kenneth E. Lathrop  
Date: 2021 08 20  
13:31 51 -0400

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

**Michael S. Turner**  
Digitally signed by  
Michael S. Turner  
Date: 2021 08 20  
11:29:36 -0400

**SUBJECT:** Enterprise Resource Planning (ERP) Request Oracle Cloud Consulting Services

*SS-10454-21*

The Information Technologies Division, (ITD) requests to increase the award SS-10454-21 to Oracle Consulting Services (OCS), division of Oracle America, Inc. to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System.

The OCS team has met with COJ extensively over the past 5 weeks to understand challenges and issues with the City's 1Cloud ERP System, determine configuration changes, revisions to business processes and/or training. The meetings have been focused on All Years Funds/Year End Carry forward, Projects and Grants, Interest Distribution and Reporting however, other modules and issues were discussed. Due to the rapidly approaching end of fiscal year, the burn rate of the contract hours and cost have been accelerated. The team is formalizing those items that can be addressed prior to fiscal year and end carry forward and those that would be addressed after.

This request is for additional assessment and resolution hours to handle the scope of challenges found. This request is to increase the award and PO 625932-21 by \$550,000 for a total not-to-exceed amount of \$875,600. This will utilize the account string 53106.113002.565091.000636.00000000.000000.00000000 as previously awarded.

**Tracy Geake**  
Digitally signed by Tracy  
Geake  
Date: 2021 08 20  
12:56:59 -0400

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

**Attachments:**  
Oracle Consulting Contract  
PO 625932-21





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

August 26, 2021

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: SS-10454-21 Oracle Cloud Consulting Service (Amendment No. 1)**  
Finance and Administration Department/Information Technologies Division


The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was adopted:

That the Contract No. 71055-21 between the City of Jacksonville and Oracle America, Inc., for Oracle Cloud Consulting Services be amended to increase the maximum indebtedness by \$550,000.00 to a new not-to-exceed maximum of \$875,600.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee *GP*

APPROVED:

  
Lenny Curry, Mayor

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

This *27<sup>th</sup>* day of *August*, 2021

GP:ao

cc Council Auditor  
Harry Wilson, OGC  
Subcommittee Members



ORDERING DOCUMENT  
AMENDMENT TWO

<b>Your Name:</b> City of Jacksonville <b>Your Address:</b> 214 N. Hogan Street, 9th Floor Jacksonville, FL 32202	<b>Oracle America, Inc.</b> 500 Oracle Parkway Redwood Shores, CA 94065
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This amendment ("Amendment Two") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc. ("Oracle").

Offer Valid through: 31-JAN-2022

**A. AMENDMENT DETAILS**

You and Oracle agree to amend the order as follows:

**1. US-10982950**

You and Oracle hereby agree to amend the ordering document as follows:

a. **Services Table – Delete the Services table in its entirety and replace it with the following:**

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$325,600.00	\$0.00	\$325,600.00
Time and Materials Services	ODA 1	\$549,945.00	\$0.00	\$549,945.00
Time and Materials Services	ODA 2	\$500,000.00	\$0.00	\$500,000.00
<b>Total Fees and Estimated Expenses</b>				<b>\$1,375,545.00</b>

**2. Exhibit 1**

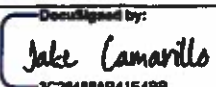
You and Oracle hereby agree to amend the exhibit as follows:

a. **Section 1.E. Description of Services – Delete the sentence in its entirety and replace it with the following:**

"Six hundred one and a half (601.5) person days will be to assist with assessment and issue resolution agreed to by both You and Oracle and under Your direction."

**B. ADDITIONAL TERMS**

In the event of any inconsistencies between the order and this Amendment Two, this Amendment Two shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

<b>City of Jacksonville</b>	<b>Oracle America, Inc.:</b>	<small>Designated by:</small> 
<b>Authorized Signature:</b> _____	<b>Authorized Signature:</b> _____	<small>3C2M888B41E488</small>
<b>Name:</b> _____	<b>Name:</b> Jake Camarillo	
<b>Title:</b> _____	<b>Title:</b> Manager, Americas SSC, Deal Management	
<b>Signature Date:</b> _____	<b>Signature Date:</b> 06-Dec-2021   3:22 PM CST	
<b>Amendment Effective Date:</b> _____	<i>{to be completed by Oracle}</i>	

# Single Source Purchase Order 625932-21 Change Order 2

## GENERAL CONDITIONS

**1. RESERVATIONS:** The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately, the obligations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work, or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or to recover to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

**2. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C (b) Manufacturer's Federal Excise Tax Regulation No 59-6000 344

**3. CARGAGE:** No charge will be allowed for cartage or packages unless by special agreement

**4. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon notification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**5. PROCUREMENT DIVISION AS AGENT:** When the Procurement Division is acting as agent for "other public activities" being defined as activities receiving financial support, on part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

**6. OFFICE OF INSPECTOR GENERAL:** The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, (Ordinance Code, as may be amended). The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records, and audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City, and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, (Ordinance Code).

**7. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The acceptance of a purchase order, represents that it has been reviewed by the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

**8. NONDISCRIMINATION PROVISIONS:** As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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 impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, 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 Community Relations Commission, or successor agency or commission, for the purpose of an investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor 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 Contract. Contractor agrees that, if any of the producer or Serv does to be provided payment to the Contractor, the subcontractor or subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**9. LEGAL WORKFORCE:** Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms and conditions of the system, to confirm the employment eligibility of:

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**10. LICENSES REQUIREMENT:** By acceptance of a Purchase Order issued by the City of Jacksonville, the contractor agrees to obtain and maintain all applicable Local, State and Federal licenses required by law.

**11. ELECTRONIC PAYMENTS:** Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House (ACH) electronic payment program ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.ci.jax.fl.us](http://www.ci.jax.fl.us) under the Online Forms link on the Finance Department page.

**12. CONTRACTOR REPRESENTATION:** If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

- is found to have submitted a false certification under Section 287.135(3), Florida Statutes;
- has been placed on the Sanitized Companies that Boycott Israel List created pursuant to Section 315.4725, Florida Statutes, or is engaged on a boycott of Israel;
- has been placed on the Sanitized Companies with Activities in Sudan List or the Sanitized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- has been engaged in business operations in Cuba or Syria.

**13. PUBLIC RECORDS:** In accordance with Section 119.0701, Florida Statutes, the Contractor shall

- Keep and maintain public records required by City to perform the services; and
- Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- Upon completion of this Contract, transfer to City, at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform this service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@CJFLNET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1000, JACKSONVILLE, FLORIDA 32202.**

## 14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers in the event of such a dispute. Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its request for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY, and to the certified JSEB or MBE, when payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding service being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of such breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 219, Florida Statutes, for non-JSEB or MBE, whichever is greater.

**15. PUBLIC ENTITY CRIME INFORMATION:** A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

**16. AUDIT PROVISION:** A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representatives of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, at the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

**17. W-9 REQUIREMENT:** It is the vendor's responsibility to ensure that the City has a current W-9 on file.

## 18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

**19. INSURANCE:** Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

**20. DELIVERY:** A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

**21. PICK UP AND RETURNS:** The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

**22. INVOICING:** Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

**23. REPORTING:** The City may request reports including but not limited to: usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy, and electronic format as required.

**24. SUPPLIER ACCESSIBILITY:** The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

# Single Source Purchase Order 625932-21 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable
------	------	-------	----------	-----	---------	---------

**Line Total** 325,600.00

2 FY2021-Oracle Consulting Services-One-Time Single 10,310.98  
 Source Request Increase  
 53106 113002 565091 000636 00000000 00000 00000000

This line references Document (Single Source Contract Purchase Agreement) POA-71055-21.

Ship To Promised 10,310.98  
 Ed Ball 9th Floor  
 214 North Hogan Street Requested  
 9TH FLOOR  
 JACKSONVILLE, FL 32202

Requested Date correspond to the date of arrival at the Ship-to Location.

**Line Total** 10,310.98

3 FY2021-Oracle Consulting Services-One-Time Single 539,689.02  
 Source Request Increase  
 53106 113002 565091 000636 00000000 00000 00000000

This line references Document (Single Source Contract Purchase Agreement) POA-71055-21.

Ship To Promised 539,689.02  
 Ed Ball 9th Floor  
 214 North Hogan Street Requested  
 9TH FLOOR  
 JACKSONVILLE, FL 32202

Requested Date correspond to the date of arrival at the Ship-to Location.

**Line Total** 539,689.02

**Total** 875,600.00

This Order is subject to the General Conditions attached here to.  
 Manufacturer's Federal excise tax exempt no 59-89-0120K  
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief, Procurement Division





# Single Source Purchase Order 625932-21 Change Order 2



Purchase Order	625932-21
Order Date	15-JUL-2021
Change Order	2
Change Order Date	17-NOV-2021
Revision	2
Ordered	875,600.00 USD
Requisition Number	FAIT-500848-21
Solicitation Number	SS-10454-21
All packing slips, invoices, and correspondence must reference the purchase order number	

**Sold To** City of Jacksonville  
117 West Duval Street  
JACKSONVILLE, FL 32202

**Supplier** Oracle America, Inc.  
P.O. Box 71028  
CHICAGO, IL 60694

**Bill To** City of Jacksonville  
117 West Duval Street, Suite 375  
JACKSONVILLE, FL 32202

**Ship To** Ed Ball 9th Floor  
214 North Hogan Street  
9TH FLOOR  
JACKSONVILLE, FL 32202 US

**Notes**

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24932	Net 30	Freight Prepaid	FOB Destination	Best Way
Buyer				
Ruben Ola Email: rubeno@coj.net				

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Oracle Cloud Consulting Services ERP System Health Check Agreement Reference #: US-CSA-CPQ-684547 Ordering Document #: US-10982950 Bid No.: SS-10454-21 City Contract #: 71055-21 Term 7/12/2021 - 7/11/2022 53106.113002.565091.000636 00000000 00000.00000000	325,600.00				

**Notes** Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547  
Ordering Document Number: US-10982950

This line references Document (Single Source Contract Purchase Agreement) POA-71055-21.

<b>Ship To</b>	<b>Promised</b>	<b>325,600.00</b>
Ed Ball 9th Floor 214 North Hogan Street 9TH FLOOR JACKSONVILLE, FL 32202	<b>Requested</b>	

Requested Date correspond to the date of arrival at the Ship-to Location.

**CERTIFICATE OF ASSISTANT SECRETARY  
OF  
ORACLE AMERICA, INC.**

16 April 2020

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. The following is a true copy of the relevant section of the DSA, effective as of the date hereof:

3.C	DOCUMENT	DOLLAR VALUE	SIGNING AUTHORITY
c.	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.	For contracts up to \$2,000,000 (all lines of business)	... • Schedule K, Deal Management (all lines of business) ...

...  
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).

3. Jake Camarillo currently serves as a Manager, Americas SSC, Deal Management (M2) of the Corporation. He therefore possesses the above signing authority per the DSA.

IN WITNESS WHEREOF, I have executed this Certificate on this 16th day of April 2020.

DocuSigned by:  
*Kimberly Woolley*  
3E440C4F8CC6460  
Name: Kimberly Woolley  
Assistant Secretary



# 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.

December 14, 2021

**TO:** Gregory W. Pease  
Chief of Procurement

**VIA:** Kenneth Lathrop  
Chief of Information Technologies/CIO

**FROM:** Paul Freeman  
Enterprise Applications Manager, Information Technologies Division

**Kenneth E. Lathrop**  
Digitally signed by  
Kenneth E. Lathrop  
Date: 2022 01 05  
10:08:02 -0500

**Paul Freeman**  
Digitally signed by Paul  
Freeman  
Date: 2021 12 22  
10:30:41 -0500

**SUBJECT:** Enterprise Resource Planning (ERP) Request Oracle Cloud Consulting Services

*SS-10454-21*

The Information Technologies Division, (ITD) requests to increase the award SS-10454-21 to Oracle Consulting Services (OCS), division of Oracle America, Inc. to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System.

The OCS team provided extensive guidance and best practices to COJ and assisted with the period closing and Year End Carry Forward process. There are still several items that require additional time and assistance from the OCS team including Interest Distribution, Annual Comprehensive Financial Report (ACFR), Projects and Grants revisions and Cash Management reconciliation to name a few.

This request is for additional assessment and resolution hours to handle the scope of challenges found. This request is to increase the award and PO 625932-21 by \$500,000 for a total not-to-exceed amount of \$1,375,600. As previously awarded, this increase will utilize the account string 53106.113002.565091.000636.00000000.00000.00000000.

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

**Attachments:**  
Oracle Consulting Contract Amendment One  
Ordering Document Amendment Two  
PO 625932-21

**Tracy Geake**  
Digitally signed by Tracy  
Geake  
Date: 2022 01 04  
11:54:17 -0500



# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 27, 2022

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: SS-10454-21 Oracle Cloud Consulting Service (Amendment No. 2)**  
Finance and Administration Department/Information Technologies Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted**:

That Contract No. 71055-21 between the City of Jacksonville and Oracle America, Inc., for Oracle Cloud Consulting Services be amended to increase the maximum indebtedness by \$500,000.00 to a new not-to-exceed maximum indebtedness of \$1,375,600.00. All other terms and conditions, as previously amended shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
\_\_\_\_\_  
Lenny Curry, Mayor

This 27<sup>th</sup> day of January, 2022

GP:ab

cc Council Auditor  
James McCain, Jr., OGC  
Subcommittee Members

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





ORDERING DOCUMENT  
AMENDMENT THREE

<b>Your Name:</b> City of Jacksonville <b>Your Address:</b> 214 N. Hogan Street, 9th Floor Jacksonville, FL 32202	<b>Oracle America, Inc.</b> 600 Oracle Parkway Redwood Shores, CA 94065
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This amendment ("Amendment Three") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc ("Oracle").

Offer Valid through: 31-AUG-2022

**A. AMENDMENT DETAILS**

You and Oracle agree to amend the order as follows.

1. US-10982950

You and Oracle hereby agree to amend the ordering document as follows:

a. Services Table – Delete the Services table in its entirety and replace it with the following:

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$325,600.00	\$0.00	\$325,600.00
Time and Materials Services	ODA 1	\$549,945.00	\$0.00	\$549,945.00
Time and Materials Services	ODA 2	\$500,000.00	\$0.00	\$500,000.00
Time and Materials Services	ODA 3	\$500,000.00	\$0.00	\$500,000.00
<b>Total Fees and Estimated Expenses</b>				<b>\$1,875,545.00</b>

2. Exhibit 1

You and Oracle hereby agree to amend the exhibit as follows:

a. Section 1.E. Description of Services – Delete the sentence in its entirety and replace it with the following:

"Eight hundred fifty-six and a half (856.5) person days will be to assist with assessment and issue resolution agreed to by both You and Oracle and under Your direction."

b. Section 3.B. US Rates – Delete the phrase "twelve (12) months" and replace with "twenty-four (24) months".

3. Exhibit A

a. Section C.1. Maximum Indebtedness – Delete the sentence in its entirety and replace it with the following:

"Maximum Indebtedness. As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of the City shall not exceed the fixed sum of One Million Eight Hundred Seventy-Five Thousand Five Hundred Forty-Five and 00/100 DOLLARS (\$1,875,545)."

b. Section C.2. Term – Delete the sentence in its entirety and replace it with the following:

"Term. This Ordering Document shall be effective as of the Ordering Document Effective Date shown on the signature page and shall continue thereafter for a period of twenty-four (24) months, unless sooner terminated as provided herein."

3. Contact Information.

**Oracle Consulting Sales Contact:**

Name:	Scott Frenndt
Address:	1910 Oracle Way Reston, VA 20190
Phone:	(678) 777-6744
Fax:	n/a
Email:	scott.frenndt@oracle.com

**Your Billing/Accounts Payable Contact:**

Name:	Michael S. Turner
Address:	214 N. Hogan Street, 9th floor Jacksonville, FL 32202
Phone:	(904) 255-8413
Fax:	n/a
Email:	n/a

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance to the extent caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. **Rights Granted / Restrictions.**

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. **Ordering Document Definitions.**

10.1 "Professional Services" means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 "Services" for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 "Service Specifications" as used in the Master Agreement means any exhibit(s) attached to this order.

11. **Services Privacy/Services Security.**

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

12. **Modifications to the Master Agreement and other Order-Specific Terms**

The terms and conditions set forth in the Exhibit A (**Modifications to the Master Agreement and other Order-Specific Terms**) to this ordering document are applicable to the Services ordered under this ordering document.

13. **Additional Third Party Subprocessors for Oracle Consulting.**

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


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

Third Party Subprocessor	Location	Type of Service
{ "N/A" }		

This quote is valid through 31-AUG-2021 and shall become binding upon execution by you and acceptance by Oracle.

City of Jacksonville

ORACLE AMERICA, INC.

Authorized Signature: 

Authorized Signature: 

Name: Lenny Curry  
 Title: Mayor


Name: Jake Camarillo  
 Title: Manager, Americas SSC, Deal Management

Signature Date: 7/12/2021

Signature Date: 07-Jul-2021 | 9:39 AM CDT

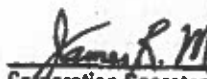
Ordering Document Effective Date: \_\_\_\_\_  
 {To be completed by Oracle}

**FORM APPROVED**

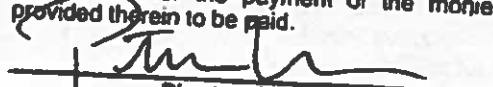
  
 ASSISTANT GENERAL COUNSEL

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

ATTEST:

  
 Corporation Secretary  
 City of Jacksonville



  
 Director of Finance

Contract # 71055-21



**TIME AND MATERIALS EXHIBIT**

**ORACLE CONTRACT INFORMATION**

**Customer Name:** City of Jacksonville  
**Ordering Document Number:** US-10982950  
**Exhibit Number:** 1

This exhibit incorporates by reference the terms of the ordering document specified above.

**1. Description of Services.**

Oracle will assist You with the following Services:

- A. Conduct discovery sessions to review documented implementation issues and current configuration of Your Cloud Enterprise Resource Planning ("ERP") "1Cloud" system related to industry standards in the following areas:**
  - a. All years fund,
  - b. Projects and grants and
  - c. Reporting.
  
- B. Conduct additional discovery sessions to review the current design and configuration at a high-level (limited discovery to understand areas of focus) of Your Cloud ERP "1Cloud" system for the following areas:**
  - a. Financial Management ("GL"),
  - b. Procurement,
  - c. Payables,
  - d. Receivables,
  - e. Asset management,
  - f. Security and user roles and
  - g. Workflows.
  
- C. Prepare and present a PowerPoint document of the results and recommendations to include:**
  - a. Executive Summary/Overview of the findings,
  - b. Oracle/Your team composition,
  - c. Scope of assessment,
  - d. Findings from Cloud solution review by focus area,
  - e. Trend or risk comments and
  - f. Recommendations.
  
- D. Project Management Services**
  - a. Guide the team in planning for, conducting workshops and producing deliverables,
  - b. Point of contact for the Oracle team,
  - c. Track progress and financial status and
  - d. Provide Project governance for engagement (manage issues, risks, decisions).
  
- E. Sixty-two and half (62.5) days will be to assist with issue resolution agreed to by both You and Oracle and under Your direction.**

**2. Your Obligations and Project Assumptions.**

You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable) and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

**A. Your Obligations.**

1. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
5. If Services are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
6. If in the future, if applicable, provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
7. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

**B. Project Assumptions.**

1. This engagement entails a high-level review of the current design and configuration of the Oracle Cloud ERP system and the issues with the solution. The focus is not on a holistic deep dive or issue remediation.
2. This engagement is a remote engagement and there is no expectation of work onsite at the City of Jacksonville offices by Oracle Consulting.
3. Oracle will have access to end users, The City of Jacksonville's project team members, and, where applicable, third party providers of services.
4. In the future if any work is provided onsite, owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and

regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.

- C. Out of Scope Services. The following Services are not included in scope of, or fees for, Services under this exhibit. The excluded Services are provided as a point of reference and are not intended to be an exhaustive list. Some of these activities may be performed by Your project staff. Any or all can be added to this project at an additional cost via an Ordering Document amendment:
1. Oracle will not provide information regarding potential future functionality, or customizations
  2. Oracle will not perform any changes to the application configuration

3. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services.
- B. US Rates. For a period of twelve (12) months from the effective date of the ordering document, the Services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly Rate
9 - Sr. Practice/Tech Director	\$500.00
8 - Practice/Tech Director	\$331.25
7 - Practice/Tech Manager	\$225.00
6M - Managing Principal Consultant	\$193.75
6T - Senior Principal Consultant	\$193.75
5 - Principal Consultant	\$170.00
4 - Senior Consultant	\$134.38
3 - Staff Consultant	\$116.88
2 - Associate Consultant	\$115.00

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly for Services provided during the preceding month. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the T&M Services; such invoice may exceed the total estimated amount documented herein. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
- D. Compensatory Tax. The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year.

**4. Project Management**

**You and Oracle each agree to designate a project Manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.**



**Exhibit A**  
**Modifications to Master Agreement other Order-Specific 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, that the execution of such initial ordering document or ordering document amendment shall signify to Oracle that all funds for the then proposed order or order amendment are fully appropriated and are available and no longer subject to any appropriations contingency at the time the initial order or order 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.

**B. MODIFICATIONS TO THE AGREEMENT**

For the purposes of this order only, the following terms modify the terms of the Master Agreement:

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

**"8. INDEMNIFICATION**

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

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

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

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

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

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 MASTER AGREEMENT are deleted in their entirety and replaced with the following:

"17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F.S. 95.11(2)(b)."

### 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 Three Hundred Twenty-Five Thousand Six Hundred and 00/100 Dollars (\$ 325,600.00).
2. **Term.** This Ordering Document shall be effective as of the Ordering Document Effective Date shown on the signature page and shall continue thereafter for a period of 12 months, unless sooner terminated as provided herein.
3. **Retention of Records/Audit.** To the extent required by Section 126.108(a), Jacksonville Ordinance Code, Oracle shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with Oracle's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to Oracle, at Your Cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations, 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.
4. **Compliance with Laws.** As required by Section 126.108(b), Jacksonville Ordinance Code, Oracle 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).
5. **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.

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

**Certificate Of Completion**

Envelope Id: 2FF4268A78614ECCADAB802F152E8AC0  
Subject: Please DocuSign: City of Jacksonville\_11203599  
Source Envelope:  
Document Pages: 12 Signatures: 1  
Certificate Pages: 1 Initials: 0  
AutoNav: Enabled  
Envelopeid Stamping: Disabled  
Time Zone: (UTC-08:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
Tasha Malana  
500 Oracle Pkwy  
Redwood City, CA 94065-1675  
tasha.malana@oracle.com  
IP Address: 137.254.7.162

**Record Tracking**

Status: Original  
7/7/2021 9:38 13 AM

Holder: Tasha Malana  
tasha.malana@oracle.com

Location: DocuSign

**Signer Events**

Jake Camarillo  
jake.camarillo@oracle.com  
Manager, Americas SSC, Deal Management  
Oracle America, Inc.  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by  
*Jake Camarillo*  
XC5H888847E888

Signature Adoption: Pre-selected Style  
Using IP Address: 137.254.7.165

**Timestamp**

Sent: 7/7/2021 9:38:53 AM  
Viewed: 7/7/2021 9:39:32 AM  
Signed: 7/7/2021 9:39:37 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

**Witness Events**

Signature

Timestamp

**Notary Events**

Signature

Timestamp

**Envelope Summary Events**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Status  
Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

Timestamps  
7/7/2021 9:38:53 AM  
7/7/2021 9:39:32 AM  
7/7/2021 9:39:37 AM  
7/7/2021 9:39:37 AM

**Payment Events**

Status

Timestamps

# Single Source Purchase Order 625932-21



Purchase Order	625932-21
Order Date	15-JUL-2021
Change Order	0
Change Order Date	15-JUL-2021
Revision	0
Ordered	325,600.00 USD
Requisition Number	FAIT-500848-21
Solicitation Number	SS-10454-21
All packing slips, invoices, and correspondence must reference the purchase order number	

**Sold To**  
**City of Jacksonville**  
 117 West Duval Street  
 JACKSONVILLE, FL 32202

**Supplier** Oracle America, Inc.  
 P.O. Box 71028  
 CHICAGO, IL 60694

**Bill To**  
**City of Jacksonville**  
 117 West Duval Street, Suite 375  
 JACKSONVILLE, FL 32202

**Ship To** Ed Ball 9th Floor  
 214 North Hogan Street  
 9TH FLOOR  
 JACKSONVILLE, FL 32202 US

**Notes**

<b>Supplier Number</b> 24932	<b>Payment Terms</b> Net 30	<b>Freight Terms</b> Freight Prepaid	<b>FOB</b> FOB Destinati on	<b>Shipping Method</b> Best Way
<b>Buyer</b> Ruben Ols Email: rubeno@coj.net	<b>Deliver To Contact</b> Michael Turner E-mail: mturner@coj.net			

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Oracle Cloud Consulting Services ERP System Health Check Agreement Reference #: US-CSA-CPQ-684547 Ordering Document #: US-10982950 Bid No : SS-10454-21 City Contract # : 71055-21 Term 7/12/2021 - 7/11/2022 S3106 113002 565091 000638 00000000 00000 0000000	325,600.00				

Notes Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547  
 Ordering Document Number: US-10982950

This line references Document (Single Source Contract Purchase Agreement) POA-71055-21.

<b>Ship To</b> Ed Ball 9th Floor 214 North Hogan Street 9TH FLOOR JACKSONVILLE, FL 32202	<b>Promised</b>	325,600.00
	<b>Requested</b>	

Requested Date correspond to the date of arrival at the Ship-to Location.



**ORDERING DOCUMENT**

**Customer Name:** City of Jacksonville  
**Customer Address:** 214 N. Hogan Street, 9th floor  
Jacksonville, FL 32202

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

**ORACLE CONTRACT INFORMATION**

**Agreement:** Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547

**Ordering Document Number:** US-10982950

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

**A. SERVICES**

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$325,600.00	\$0.00	\$325,600.00
<b>Total Fees and Estimated Expenses</b>				<b>\$325,600.00</b>

**B. ORDER TERMS**

- 1. Payment Terms.**  
Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 days from the date of the invoice. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).
- 2. Segmentation.**  
The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

# Single Source Purchase Order 625932-21

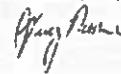
Line item	Price	Quantity	UOM	Ordered	Taxable
-----------	-------	----------	-----	---------	---------

**Line Total** 325,600.00

**Total** 325,600.00

This Order is subject to the General Conditions attached here to  
Manufacturer's Federal excise tax exempt no 59-89-0120K  
Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief, Procurement Division





# Single Source Purchase Order 625932-21

## GENERAL CONDITIONS

**1. RESERVATIONS:** The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of an attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City therefor.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Notwithstanding the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents, if the Contractor or Purchase Order is terminated for cause as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

**2. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No. 59-1000-344.

**3. CARRIAGE:** No charge will be allowed for carriage or packages unless by special agreement.

**4. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which in the opinion of the City are due to faulty design and installation, workmanship, or materials, upon notification, the contractor, at his expense will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**5. PROCUREMENT DIVISION AS AGENT:** When the Procurement Division is acting as agent for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

**6. OFFICE OF INSPECTOR GENERAL:** The City of Jacksonville has established an Office of Inspector General, Section 602.310 Part 3 Chapter 602, Ordinance Code, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records, and, audit, inspect, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, Ordinance Code.

**7. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

**8. NONDISCRIMINATION PROVISIONS:** As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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 impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, 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 Community Relations Commission, or successor agency or commission, for the purpose of an investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor 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 Contract. Contractor agrees that if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**9. LEGAL WORKFORCE:** Owner shall consider the employment by Vendor/contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida, and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**10. LICENSES REQUIREMENT:** By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

**11. ELECTRONIC PAYMENTS:** Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House (ACH) electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.ci-jacksonville.org](http://www.ci-jacksonville.org) under the Online Forms link on the Finance Department page.

**12. CONTRACTOR REPRESENTATION:** If this Agreement is for goods or services of \$1 million or more the City, pursuant to Section 287.135(8)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

- is found to have submitted a false certification under Section 287.135(5), Florida Statutes,
- has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel,
- has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or
- has been engaged in business operations in Cuba or Syria.

**13. PUBLIC RECORDS:** In accordance with Section 119.07(1), Florida Statutes the Contractor shall:

- Keep and maintain public records required by City to perform the services, and
- Upon request from City's custodian of public records, provide City with a copy of the requested record or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law, and
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City, and
- Upon completion of this Contract, transfer to City, at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically, must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.07(1), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

## 14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor Contractor shall remit payment due (less proper retentions) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retention). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its request for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE which payment has been made by CITY to Contractor Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute which notice shall (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limit is imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c Third-Party Liability - The Prompt Payment requirements hereunder shall in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without incurring any other available remedy it may have against Contractor, may (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest penalty, or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non JSEB or MBE, whichever is greater.

**15. PUBLIC ENTITY CRIME INFORMATION:** A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

**16. AIDIT PROVISION:** A person or entity providing capital improvements, contractual services, supplies, professional design services or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor or to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

**17. W-9 REQUIREMENT:** It is the vendor's responsibility to ensure that the City has a current W-9 on file.

## 18. INDEMNIFICATION:

a The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b This indemnification is separate and apart from and in no way limited by, any insurance provided pursuant to this contract or otherwise.

**19. INSURANCE:** Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

**20. DELIVERY:** A packing list shall accompany all shipments which shall indicate at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price and unit of measure.

**21. PICK UP AND RETURNS:** The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

**22. INVOICING:** Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit price, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to City of Jacksonville, General Accounting Division, 117 West Duval Street Suite 375 Jacksonville, Florida 32202.

**23. REPORTING:** The City may request reports including but not limited to pricing, impact, and delivery. Suppliers will be required to provide reports requested in hard copy, and electronic format as required.

**24. SUPPLIER ACCESSIBILITY:** The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.



# City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

May 27, 2021

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: SS-10454-21 Oracle Cloud Consulting Services**  
Finance and Administration Department/Information Technologies Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of reviewing/certifying the above referenced single source agreement.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a Single Source Contract with Oracle America, Inc., for Oracle Cloud Consulting Services by incorporating the attached Ordering Document No. US-0982950 and Fee Agreement identified as Exhibit 'A'; the Period of Service will be from execution of the contract through one-year; the maximum indebtedness is a not-to-exceed purchase order amount of \$325,600.00; all other terms and conditions are per the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Gregory Reese, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
Lenny Curry, Mayor

This 1<sup>st</sup> day of June, 2021

GP: ab

cc: Council Auditor  
David Migut OGC  
Subcommittee Members

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



# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Information Technologies Division  
Ed Ball Building  
214 N. Hogan Street, Suite 900  
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

May 10, 2021

**TO:** Gregory W. Pease  
Chief of Procurement

SS-10454-21

**VIA:** Kenneth Lathrop  
Chief of Information Technologies/CIO

Kenneth E. Lathrop  
Digitally signed by  
Kenneth E. Lathrop  
Date: 2021 05.13  
10:06 15 -0400

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

Michael S. Turner  
Digitally signed by  
Michael S. Turner  
Date: 2021 05 10  
16:03.18 -0400

**SUBJECT:** Enterprise Resource Planning (ERP) Request for Oracle Cloud Consulting Services

The Information Technologies Division, (ITD) requests to acquire Oracle Consulting Services (OCS), division of Oracle America, Inc. to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System. This is a single source request for these services as Oracle America, Inc., is the developer and provider of the Oracle Cloud ERP Applications. OCS is the appropriate and prudent source for any Cloud applications analysis implementation. OCS is focused solely on providing application consulting services specific to Oracle Software.

During the health check, the OCS team will determine if 1.) Configuration changes are required, 2.) COJ business processes need revising, 3.) additional training is required or any combination of steps to resolve outstanding issues with the City's 1Cloud ERP System. That team will conduct discovery sessions to review documented implementation issues and current configurations of the 1Cloud system related to industry standards in the following areas: 1.) All Years Funds, 2.) Projects and Grants, 3.) Reporting. They will also conduct additional discovery sessions to review the current design and configuration at a high-level for: GL, Procurement, Payables, Receivables, Assets, Security, Roles and Workflows. Services include assisting COJ to make any corrections required.

This request is for time and materials services for Oracle Consulting Services to Oracle America, Inc. in the amount of \$325,650 for a period of 12 months from the effective date of the contract being signed. Upon award approval, a request for a formal contract will be made through the Office of General Counsel. A purchase order request for a not-to-exceed amount of \$325,600 utilizing the account string 53106.113002.565091.000636.00000000.000000.00000000 will be issued.

Tracy Geake  
Digitally signed by Tracy  
Geake  
Date: 2021 05 12  
10:51 49 -0400

**ORACLE**

2300 Cloud Way  
Austin, TX 78741

737-867-1000

May 11, 2021

Michael S. Turner  
PMO Manager  
City of Jacksonville | Information Technologies Division  
Finance and Administration Department  
214 N. Hogan Street, 9th floor  
Jacksonville, FL 32202

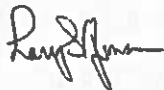
Dear Michael,

Oracle Consulting Services (OCS) is a division of Oracle America, Inc. and is focused solely on providing application consulting services specific to Oracle Software. Within Oracle, OCS is the only Oracle group that performs Oracle Cloud application implementations. OCS has a suite of proprietary tools, methods, capabilities, and accelerators to aid in efficient business results and focused implementations; all designed specifically for use with Oracle's Cloud software portfolio.

As Oracle America, Inc. is the developer and provider of the Cloud Applications, OCS is the appropriate and prudent source for any Cloud applications implementation. Contracting for the software implementation services directly with the company that is also the developer of the applications themselves provides many unique advantages, including deep product functional and technical capability and ready access to Oracle software development.

OCS has a unique view into Oracle's broader capabilities, and this allows us to advise, consult and guide our clients around Oracle's entire software suite. Underpinning all our work is our proprietary implementation methodology, True Cloud Method+ (TCM+). Internally developed and built from the ground up specifically for use in implementing Oracle's Cloud applications, TCM+, helps us to efficiently and consistently accelerate business outcomes for our clients in accordance with the Oracle Cloud application's modern best practices.

Sincerely,



Group Vice President  
North America Public Sector Consulting

EXB 'A'



ORDERING DOCUMENT

Customer Name: City of Jacksonville
Customer Address: 214 N. Hogan Street, 9th floor
Jacksonville, FL 32202

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

ORACLE CONTRACT INFORMATION

Agreement: Oracle Cloud Services Agreement Reference: US-CSA-CPQ-684547

Ordering Document Number: US-10982950

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in US Dollars.

Table with 5 columns: Services, Reference, Fees, Estimated Expenses, Total Fees and Estimated Expenses. Row 1: Time and Materials Services, Exhibit 1, \$325,600.00, \$0.00, \$325,600.00. Row 2: Total Fees and Estimated Expenses, \$325,600.00.

B. ORDER TERMS

- 1. Payment Terms. Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 days from the invoice date.
2. Segmentation. The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle.

EXB'A'

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Scott Frendt
Address:	1910 Oracle Way Reston, VA 20190
Phone:	(678) 777-6744
Fax:	n/a
Email:	scott.frendt@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Michael S. Turner
Address:	214 N. Hogan Street, 9th floor Jacksonville, FL 32202
Phone:	(904) 255-8413
Fax:	n/a
Email:	n/a

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

EXB 'A'

9. Rights Granted / Restrictions.

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. Ordering Document Definitions.

10.1 "Professional Services" means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 "Services" for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 "Service Specifications" as used in the Master Agreement means any exhibit(s) attached to this order.

11. Services Privacy/Services Security.

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

12. Additional Third Party Subprocessors for Oracle Consulting.

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

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

EXB A'

Third Party Subprocessor	Location	Type of Service
("N/A")		

This quote is valid through 21-MAY-2021 and shall become binding upon execution by you and acceptance by Oracle.

City of Jacksonville

ORACLE AMERICA, INC.

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Ordering Document Effective Date: \_\_\_\_\_  
 {To be completed by Oracle}

EXB 'A'





**TIME AND MATERIALS EXHIBIT**

**ORACLE CONTRACT INFORMATION**

**Customer Name:** City of Jacksonville  
**Ordering Document Number:** US-10982950  
**Exhibit Number:** 1

This exhibit incorporates by reference the terms of the ordering document specified above.

**1. Description of Services.**

Oracle will assist You with the following Services:

- A. Conduct discovery sessions to review documented implementation issues and current configuration of Your Cloud Enterprise Resource Planning ("ERP") "1Cloud" system related to industry standards in the following areas:
  - a. All years fund,
  - b. Projects and grants and
  - c. Reporting.
- B. Conduct additional discovery sessions to review the current design and configuration at a high-level (limited discovery to understand areas of focus) of Your Cloud ERP "1Cloud" system for the following areas:
  - a. Financial Management ("GL"),
  - b. Procurement,
  - c. Payables,
  - d. Receivables,
  - e. Asset management,
  - f. Security and user roles and
  - g. Workflows.
- C. Prepare and present a PowerPoint document of the results and recommendations to include:
  - a. Executive Summary/Overview of the findings,
  - b. Oracle/Your team composition,
  - c. Scope of assessment,
  - d. Findings from Cloud solution review by focus area,
  - e. Trend or risk comments and
  - f. Recommendations.
- D. Project Management Services
  - a. Guide the team in planning for, conducting workshops and producing deliverables,
  - b. Point of contact for the Oracle team,
  - c. Track progress and financial status and
  - d. Provide Project governance for engagement (manage issues, risks, decisions).
- E. Sixty-two and half (62.5) days will be to assist with issue resolution agreed to by both You and Oracle and under Your direction.

EXB'A'

2. Your Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable) and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
5. If Services are performed remotely, provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
6. If in the future, if applicable, provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
7. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

B. Project Assumptions.

1. This engagement entails a high-level review of the current design and configuration of the Oracle Cloud ERP system and the issues with the solution. The focus is not on a holistic deep dive or issue remediation.
2. This engagement is a remote engagement and there is no expectation of work onsite at the City of Jacksonville offices by Oracle Consulting.
3. Oracle will have access to end users, The City of Jacksonville's project team members, and, where applicable, third party providers of services.
4. In the future if any work is provided onsite, owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and

EXB 'A'

regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.

- C. **Out of Scope Services.** The following Services are not included in scope of, or fees for, Services under this exhibit. The excluded Services are provided as a point of reference and are not intended to be an exhaustive list. Some of these activities may be performed by Your project staff. Any or all can be added to this project at an additional cost via an Ordering Document amendment:
1. Oracle will not provide information regarding potential future functionality, or customizations
  2. Oracle will not perform any changes to the application configuration

3. **Rates, Estimated Fees and Expenses, and Taxes.**

- A. The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.
- B. **US Rates.** For a period of twelve (12) months from the effective date of the ordering document, the Services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly Rate
9 - Sr. Practice/Tech Director	\$500.00
8 - Practice/Tech Director	\$331.25
7 - Practice/Tech Manager	\$225.00
6M - Managing Principal Consultant	\$193.75
6T - Senior Principal Consultant	\$193.75
5 - Principal Consultant	\$170.00
4 - Senior Consultant	\$134.38
3 - Staff Consultant	\$116.88
2 - Associate Consultant	\$115.00

- C. **Estimated Fees and Expenses.** All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the T&M Services, plus materials, taxes and expenses; such invoice may exceed the total estimated amount documented herein. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
- D. **Compensatory Tax.** The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.

*EKB 'A'*

**4. Project Management**

You and Oracle each agree to designate a project Manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

EXB 'A'

particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

#### **126.106(e)(7) Protest Hearing Rules and Procedures**

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is

entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

#### **126.106(e)(8) Independent Agency, Board or Delegated Authority**

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

### **CERTIFICATE OF ADOPTION AND IMPLEMENTATION**

The preceding Procurement Protest Procedures are hereby adopted this 1<sup>st</sup> day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

**Procurement Division**

egor case, Chief ityo  
acksonville  
214 N. Hogan Street, 8<sup>th</sup> floor

## **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):**

To have Oracle Consulting Services (OCS) team, a division of Oracle America, Inc to conduct a system health check to determine the current state of the configuration of the City's 1Cloud Enterprise Resource Planning (ERP) System in order to determine if 1.) Configuration changes are required, 2.) COJ business processes need revising, 3.) additional training is required or any combination of steps to resolve outstanding issues with the City's 1Cloud ERP System. Conduct discovery sessions to review documented implementation issues and current configuration of the 1Cloud system related to industry standards in the following areas: 1.) All Years Funds, 2.) Projects and Grants, 3.) Reporting. Conduct additional discovery sessions to review the current design and configuration at a high-level for: GL, Procurement, Payables, Receivables, Assets, Security, Roles and Workflows. Services include assisting COJ to make any corrections required. This is a time and materials services request for a cost of \$325,600 for a period of 12 months upon contract signing. Services will be procured using account string 53106 113002.565091.000636.00000000.000000.00000000.

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

As Oracle America, Inc., is the developer and provider of the Oracle Cloud ERP Applications, OCS is the appropriate and prudent source for any Cloud applications analysis implementation. OCS is focused solely on providing application consulting services specific to Oracle Software. Contracting for the software implementation services directly with the company that is also the developer of the applications themselves provides many unique advantages including deep product functional and technical capability and ready access to Oracle software development.

### **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 Consulting Services, OCS of Oracle America, Inc. is focused solely on providing application consulting services specific to Oracle Software. OCS has provided confirmation that their organization is the only company to provide the consulting services provided by Oracle.

**Attachments:**

**Single Source Request from**

**Oracle Contract, Statement of Work, Quote (Exhibit 1 included)**

**Single Source Letter**

**CC:**

**Marlene Russell, Director of Organizational Effectiveness**



**Your Name:** City of Jacksonville  
**Your Address:** 214 N. Hogan Street, 9th Floor  
Jacksonville, FL 32202

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

This amendment ("Amendment Three") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc. ("Oracle").

**Offer Valid through: 30-SEP-2022**

**A. AMENDMENT DETAILS**

You and Oracle agree to amend the order as follows:

**1. US-10982950**

You and Oracle hereby agree to amend the ordering document as follows:

a. **Services Table** – Delete the Services table in its entirety and replace it with the following:

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$325,600.00	\$0.00	\$325,600.00
Time and Materials Services	ODA 1	\$549,945.00	\$0.00	\$549,945.00
Time and Materials Services	ODA 2	\$500,000.00	\$0.00	\$500,000.00
Time and Materials Services	ODA 3	\$500,000.00	\$0.00	\$500,000.00
<b>Total Fees and Estimated Expenses</b>				<b>\$1,875,545.00</b>

**2. Exhibit 1**

You and Oracle hereby agree to amend the exhibit as follows:

a. **Section 1.E. Description of Services** – Delete the sentence in its entirety and replace it with the following:

"Eight hundred fifty-six and a half (856.5) person days will be to assist with assessment and issue resolution agreed to by both You and Oracle and under Your direction."

b. **Section 3.B. US Rates** – Delete the phrase "twelve (12) months" and replace with "twenty-four (24) months".

**3. Exhibit A**

a. **Section C.1. Maximum Indebtedness** – Delete the sentence in its entirety and replace it with the following:

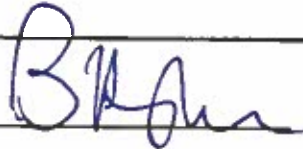
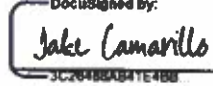



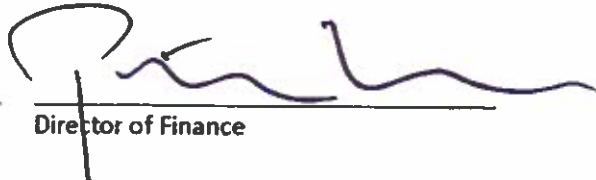
"**Maximum Indebtedness.** As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of the City shall not exceed the fixed sum of One Million Eight Hundred Seventy-Five Thousand Five Hundred Forty-Five and 00/100 DOLLARS (\$1,875,545)."

b. **Section C.2. Term** – Delete the sentence in its entirety and replace it with the following:

"**Term.** This Ordering Document shall be effective as of the Ordering Document Effective Date shown on the signature page and shall continue thereafter for a period of twenty-four (24) months, unless sooner terminated as provided herein."

**B. ADDITIONAL TERMS**

In the event of any inconsistencies between the order and this Amendment Three, this Amendment Three shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

<b>City of Jacksonville</b>	<b>Oracle America, Inc.:</b>
Authorized Signature: <u></u>	DocuSigned by: Authorized Signature: <u></u>
Name: <u>Brian Hughes</u> Chief Administrative Officer	Name: <u>Jake Camarillo</u>
For: Mayor Lenny Curry	Title: <u>Manager, Americas SSC, Deal Management</u>
Title: <u>Under Authority of:</u> Executive Order No: 2019-02	Signature Date: <u>06-Sep-2022 1 5:04 PM CDT</u>
Signature Date: <u>9/14/22</u>	
Amendment Effective Date: _____ (to be completed by Oracle)	
ATTEST: <u></u> Corporation Secretary City of Jacksonville	<p>In compliance with the Ordinance Code of the City of Jacksonville. I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.</p>
	
FORM APPROVED: By: <u></u> Office of General Counsel	<u></u> Director of Finance






# DOWNTOWN INVESTMENT AUTHORITY

117 West Duval Street #310, Jacksonville, Florida 32202

(904) 255-5302 | <https://dia.coj.net/>

## MEMORANDUM

**TO:** Dustin Freeman  
Chief of Procurement Division

**FROM:** Lori Boyer   
Downtown Investment Authority, CEO

**SUBJECT:** Request for Proposal: Architectural Services

**DATE:** January 4, 2024

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Please take appropriate action to issue a Request for Proposal (RFP) for the referenced professional services.

The following information is furnished in accordance with Section 126.302 of the City Ordinance Code.

1. The general purpose of the service or study:

The DIA seeks continuing architectural services to provide design and post-design services for several riverfront food and beverage establishments. The scope and fee for each establishment will be negotiated separately.

2. The Objective of the study or services:

To allow DIA to control the design and appearance of leasable facilities within riverfront parks and ensure compatibility of design with the parks and maximize public benefit of the facilities. The food and beverage operations themselves will increase riverfront activation and enjoyment of the St. Johns River within Downtown by providing premier and diverse waterfront food and beverage experiences of a quality that complements adjacent parks and public spaces.

3. The estimated period of time needed for the service or study:

Three years from the date of execution of agreement with up to two, one-year extensions. Subject to separate scope and fee negotiation, post design services may be requested with those services through construction.

4. The estimated cost of the service or study:

\$1,500,000



# Downtown Investment Authority

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5. Whether the proposed study or service would or would not duplicate a prior or existing study or service.

The services sought will not duplicate existing or past services.

6. List of current contracts or prior services or studies which are related to the proposed study or service.

Recommendations from a market study regarding waterfront restaurant demand and conceptual direction (in-progress) inform this RFP.

7. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members.

Lori Boyer, Chief Executive Officer, Downtown Investment Authority  
904-255-5301

Susan Kelly, Redevelopment Coordinator, Downtown Investment Authority  
904-255-5307

8. A project funding account number

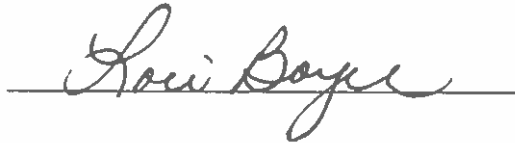
10801 135115 531090 000000 00001278 00000 0000000  
00111 135102 231090 000000 00000000 00000 0000000  
10802 135115 531090 000000 00001278 00000 0000000

9. The names and email addresses of specific consultants the using agency wishes to be included in the solicitation process.

Joseph Cronk, AIA; Cronk Duch Architecture & Planning  
joe@cronkduch.com  
(904) 626-3454

Mary Ann Chambliss, Architect  
admin@mac-architect.com  
(904) 428-9372

Erik Kasper; kasper architects + associates  
Erik@KasperArch.com  
(904) 683-9201

A handwritten signature in cursive script, reading "Lori Boyer", is written over a solid horizontal line.

Lori Boyer, CEO, Downtown Investment Authority  
Sub-committee Member Signature

**Attachments:** Scope of Services  
Minimum Qualifications  
Scoring and Evaluation Criteria