16

SINGLE SOURCE AWARD **BID # SS-15675-24**

Subject: Oracle Mission Critical Support for SaaS

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Oracle America, Inc. for Oracle Mission Critical Support for SaaS, HCM, and SaaS Plus.

Period of service will be June 1, 2024 through October 30, 2024 in the amount of $78,247.55. Total expenditure not-to-exceed $78,247.55.

Funding Source: 53101.113002.531090.000000.00000493.00000.0000000 - to be processed by purchase order(s)

Single Source Award To: Oracle America, Inc. **Requisition Number:** FAIT-501344-24

Price Justification: See Attached

Total Award: $78,247.55

Attachments: Recommendation Memo, Single Source Form, Supplier Letter & Proposal

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

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

ANALYST: Corey Sidlo

Dustin Freeman, Chief
Procurement Division

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

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY.

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement Division

VIA: Anna Brosche, Director of Finance and Administration / CFO Anna L Brosche Digitally signed by Anna L Brosche Date: 2024.05.21 17:37:02 -04'00'

THROUGH: Wanyonyi Kendrick, Chief of Information Technologies / CIO Wanyonyi Kendrick Digitally signed by Wanyonyi Kendrick Date: 2024.05.21 18:45:24 -04'00'

FROM: Paul Freeman, Enterprise Applications Manager Paul Freeman Digitally signed by Paul Freeman Date: 2024.05.21 15:55:52 -04'00'

SUBJECT: **Oracle Mission Critical Support for SaaS - Single Source Request**

DATE: May 20, 2024

The Information Technologies Division (ITD) requests approval for a single source purchase of Managed Services – Exhibit 1 for Oracle Mission Critical Support for SaaS, HCM, and SaaS Plus. Part number is B92328, as per Ordering Document Number US-15606523.

Oracle America, Inc. is the sole source supplier of technical support services, including proprietary program updates created by Oracle, and no other supplier is authorized to resell its products and services. Oracle America, Inc. submitted a sole source letter confirming its status.

The period of service will be from June 1, 2024, through October 30, 2024. The requested expenditure not-to-exceed $78,247.55. To be executed by purchase order.

FUNDING SOURCE: 53101.113002.531090.000000.00000493 Tracy Geake Digitally signed by Tracy Geake Date: 2024.05.21 16:08:11 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: Oracle Single Source Letter and Ordering Document Number: US-15606523
Single Source Request Form

CC: Thomas Ossi, Technology Contract and Records Manager
Ruben Ola, Contract Compliance Analyst
Nihal Kekec, IT Contract Administrator

JUSTIFICATION FOR SINGLE SOURCE (JSS)

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

1. Requesting Agency:	Information Technologies
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	The Information Technologies Division (ITD) requests approval to purchase Managed Services – Exhibit 1 for Oracle Mission Critical Support for SaaS, HCM, and SaaS Plus. Part number is B92328, as per Ordering Document Number US-15606523. The period of coverage for Oracle EBS Market Driven Support will begin June 1, 2024 through October 30, 2024. The total NTE amount is $78,247.55
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	Oracle America, Inc. is the sole source supplier of technical support services, including proprietary program updates created by Oracle, and no other supplier is authorized to resell its products and services. Oracle America, Inc. submitted a sole source letter confirming its status.
4. Date of Request	5/20/24

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Per marker research by Nihal Kekec/Contract Administrator, Oracle America, Inc. is the only authorized vendor to provide technical support services and proprietary program updates created by Oracle. The vendor submitted a sole source letter to confirm its status to the City of Jacksonville.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

ORACLE

April 4, 2024

Ms. Wanyonyi Kendrick
Chief of Information Technologies Division
City of Jacksonville
214 N. Hogan St., 9th Floor
Jacksonville, FL 32202

Dear Wanyonyi:

Oracle has been requested by the City of Jacksonville to provide a SaaS based SOAR upgrade to the County's legacy Oracle EBS HCM On-premises applications.

The SOAR upgrade program has been developed by Oracle and maintains the integrity of this proprietary program by engaging Oracle Consulting to provide implementation services for the benefit of the City of Jacksonville. It was developed strictly by Oracle Consulting with our client's goals of economic and fast paced upgrade requirements as part of transitioning to the Cloud.

Oracle has the unique expertise and capabilities necessary to upgrade and migrate the County's existing EBS HCM version R12 and is the only provider of this upgrade.

The implementation requires the following software application components available via Cloud Subscription:

Oracle Fusion United States Payroll Cloud Service

Oracle Fusion Payroll Cloud Service for United States – Hosted Employee (B86334)

Oracle Fusion Human Resources (core) Cloud Service

Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee (B85800)

Oracle Fusion Benefits Cloud Service

Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee (B85800)

Oracle Fusion Compensation Cloud Service

Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User (B67295)

Oracle Fusion Absence Management Cloud Service

Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee (B85800)

ORACLE

500 Oracle Parkway
Redwood Shores
California 94065

phone +1.650.506.7000
fax +1.650.506.7200
oracle.com

Oracle Fusion Time and Labor Cloud Service

Oracle Fusion Time and Labor Cloud Service - Hosted Named User (B75365)

As of the date of this letter, Oracle is the sole source provider of the above Oracle SOAR program to upgrade the software, programs, and integrations in conjunction with Oracle Consulting Services.

Please contact me if you have any questions.

Sincerely,

Scott J. Frendt
Consulting Sales Manager – North America Application Consulting
Scott.frendt@oracle.com
(678)777-6744

☐ **Other** [Click here to list other documentation]

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-15606523

Oracle America, Inc. **500 Oracle Parkway** **Redwood Shores, CA 94065**	**Your Name: City of Jacksonville** **Your Address: 214 N Hogan Street** **Jacksonville, FL 32202, USA**

Oracle Representative:	Elizabeth Shippy	**Your Billing Contact:**	Paul Freeman
Address:	500 Oracle Parkway Redwood Shores, CA 94065	**Address:**	214 N Hogan Street Jacksonville, FL 32202, USA
Phone Number:	720-837-4734	**Phone Number:**	904-255-8062
Email Address:	elizabeth.shippy@oracle.com	**Email Address:**	pfreeman@coj.net

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

Services Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees	Estimated Expenses
Managed Services – Exhibit 1 A. Oracle Mission Critical Support for SaaS A.a. HCM A.b. SaaS Plus	B92328	1	12	1	12	$187,794.13	$0.00
					Total Fees and Estimated Expenses	**$187,794.13**	**$0.00**

* Month 1 shall correspond to the period beginning on **31-OCT-2023.**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-684547** and all amendments and addenda thereto (collectively, the "Master Agreement").

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

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through: 31-MAY-2024.**

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

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

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

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

9. **Additional Third-Party Subprocessors:**
   In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services:

Third-Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

B. ADDITIONAL ORDER TERMS

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

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}*

Your Name: City of Jacksonville
Ordering Document Number: US-15606523
Exhibit Number: 1

A. Description of Services Ordered. Services ordered by You within the Managed Services section under the Professional Services Ordered table of Your order ("Services"). The service descriptions applicable to the Services Ordered are published in the *Oracle Managed Cloud Services Service Descriptions* published at www.oracle.com/corporate/contracts, and/or incorporated into this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term of Your order.

1. Modifications to Service Descriptions/Schedules.
   a. Modifications to Service Descriptions. The Service Maximums table of the **Oracle Mission Critical Support for SaaS** Service Description shall be replaced by the following table. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Descriptions.

Oracle Mission Critical Support Service Maximums

Service	Quantity/Type
Primary Hours of Operation – Service Governance	Local Business Hours
Primary Hours of Operation – Service Requests (SRs)	8x5
Primary Hours of Operation – Severity Level 1 SRs and Critical Business Monitoring	24x7
Primary Hours of Operation – SaaS Plus Operational Assistance and Assessments	8x5
Service Governance Location	Standard Governance
Service Language	U.S.English
Translation Support	N/A
Initiation Phase	1 Month/s
Onboarded Extensions and Integrations	100
Account & Service Review Frequency	Monthly
Operational Reporting Frequency	Weekly
Annual Cloud Service Units[1]	1200
Monthly Functional Help Desk SRs[2]	0
Prioritization of SaaS Support Service Requests	Not Included
Quarterly Regression Test Scripts Executions	15
Service Request System	Oracle/MOS
Critical Business Processes	20
SaaS Plus: Identified OCI and/or PaaS Services	- Oracle SOA Cloud - Oracle Data Integrator Cloud - Oracle Integration Cloud
SaaS Plus: Annual Standard Operational Assessments	Up to 0
SaaS Plus: Monthly Operational Assistance SRs - Configuration[2]	Up to 2
SaaS Plus: Monthly Operational Assistance SRs – Issues, Problem, Data[2]	Up to 1
SaaS Plus: Monthly Operational Assistance SRs – Environment Refresh and Integrations[2]	Up to 1

[1]Cloud Service Unit consumption is expected to remain level from month-to-month. For partial contract years the quantity of Annual Cloud Service Units is prorated based on the number of months in the partial contract year.
[2] Unused quantity of Monthly Functional Help Desk or Operational Assistance SRs that remain at the end of each month will expire at the end of that month. Additional Functional Help Desk or Operational Assistance SRs that exceed the monthly maximum will consume CSUs.

B. Fees, Expenses, and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced **quarterly in arrears** of the commencement of the Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as they are incurred.

C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with the Services under this exhibit terminates on the last day of the Term ("End Date"). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such services.

D. Exclusive Remedy for Missed Service Level.
If the Service Specifications define a particular service level with an associated service level credit for Your ordered Services under this exhibit, and if Oracle fails to meet such service level with respect to such Services ("Missed Service Level"), then, subject to and in accordance with the terms of the service level within the Service Specifications, Oracle may remit a service level credit to You ("Service Level Credit"). The Service Level Credit will be provided only towards any outstanding balance for such ordered Services owed to Oracle under this exhibit, and the remittance of such Service Level Credit will represent Your exclusive remedy, and Oracle's sole liability, for any Missed Service Level. For purposes of clarity, the remittance of a Service Level Credit shall not act to limit the parties' rights or obligations under Your Agreement or order, except with respect to the applicable Missed Service Level.

In order receive such Service Level Credit, You must provide written notice to Oracle no later than five (5) business days after the last day of the particular month of the Missed Service Level for the Services ordered. Your notice must identify the Services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in the Services and Missed Service Level), and must be submitted to outsourcingcredit_ww_grp@oracle.com.

E. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

F. Managed Cloud Services Delivery Policies. In addition to the policies referenced in the Agreement and Your order for the applicable services, Oracle will comply with the Oracle Managed Cloud Service Delivery Policies, which are published in the Oracle Managed Cloud Services Service Descriptions located at http://www.oracle.com/contracts.

Exhibit A

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

A. MODIFICATIONS TO THE AGREEMENT

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

1. **Limitation of Liability.** The provisions of Section 7 of the CSA and of Exhibit 1, Section D of the Ordering Document are deleted in their entirety. Limitation of liability shall be governed by the following:

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

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

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

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

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

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

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

the license, then Oracle may, upon 30 days prior written notice, end the Services associated with Material and refund any unused, prepaid fees for such Services.

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

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

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

"Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its resources under, the Agreement, Oracle shall be responsible for the performance of Services under the Agreement by any subcontractors engaged by Oracle to perform such Services. Notwithstanding anything to contrary Oracle's Professional Services Delivery Policies, Oracle does not anticipate the use of any subcontractors to perform the services to be performed under this Ordering Document. Any such use of subcontractors in the future will be incorporated via a bilateral modification to this Ordering Document, with any other necessary clauses and representations related to subcontractor use."

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

5. **Other.** The provisions of Section 17.4 of the CSA are deleted in their entirety and replaced with the following:

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

B. CITY OF JACKSONVILLE TERMS AND CONDITIONS OF THE ORDER

1. **Maximum Indebtedness.** As required by Section 106.431, Jacksonville Ordinance Code, the maximum indebtedness of City for the first twelve (12) months of the Services Period specified in the ordering document shall not exceed the fixed sum of fifty-six thousand two hundred fifty dollars ($56,250.00).

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

3. **Compliance with Laws.** Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the Services under this Ordering Document and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the

extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Ordering Document and impose obligations directly upon You with respect to the Services. For the avoidance of doubt, the parties acknowledge that such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law); and that a law is not required to utilize the actual name of a party in order to be expressly applicable to that party.

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

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

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

7. **Public Records.**

The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor. The City by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on the City's behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" the City pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor may contact the City's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The City cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by the City of Jacksonville ("City") in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be

clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) 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

(c) 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

(d) 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, 119.0701, 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) 255-7674; RRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

8. E-Verify

In accordance with Section 448.095, Florida Statutes, Oracle shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of this Agreement. Oracle shall provide evidence of compliance with this provision to the City. Failure to comply with this provision shall be a material breach of this Agreement, and the City may choose to terminate this Agreement in accordance with Section 9.4 of the Agreement. Oracle further agrees to comply with any additional obligations under Section 448.095, Florida Statutes which by their nature are directly applicable to Oracle as a Contractor as defined in the statute.