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

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

Department: Information Technologies Division

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

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

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

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

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

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

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

ANALYST: Ruben Ola

Gregory Pease, 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 _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

April 20, 2022

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: 2022.04.27 12:04:32 -04'00'

FROM: Paul Freeman
Enterprise Applications Manager, Information Technologies Division

Paul Freeman Digitally signed by Paul Freeman Date: 2022.04.27 08:31:55 -04'00'

SUBJECT: Enterprise Resource Planning (ERP) - SaaS Software Subscription Ordering Document

The Information Technologies Division, (ITD) requests a Single Source award to Oracle America, Inc. for SaaS Software Subscription Services for the 1Cloud ERP System. This request will provide the Oracle SaaS Software Subscription which will be ratified to begin March 30, 2022, and continue through March 29, 2023 with three (3), one (1) year renewal options. The annual cost is $1,600,081.50 for the initial one-year term, which will be paid quarterly in the amounts of $400,020.38 for two (2) payments and $400,020.37 for two (2) payments.

The decrease in the SaaS Subscription Services annual subscription cost is due to the City exercising the option to purchase the SaaS Services directly from Oracle America, Inc. On January 20, 2022, the City notified AST Corporation of the intent to exercise this option, effective as of the expiration of the City's current SaaS license subscription on March 29, 2022. This option was exercised pursuant to Section 7 of the Master Services Contract between the City of Jacksonville and AST dated March 28, 2018 (City Contract # 10420).

This purchase will be executed via a contract through the Office of General Counsel. The SaaS Software Subscription Services not-to-exceed amount will be $1,600,081.50 with a total maximum indebtedness for the contract of $1,600,081.50.

1Cloud Account String 53101.113002.531180.000000.00000493.00000.0000000

Tracy Geake Digitally signed by Tracy Geake Date: 2022.04.27 10:40:53 -04'00'

Attachments:

- Oracle SaaS Ordering Document
- Single Source Form

- AST Notice 01.20.2022-Oracle SaaS License Subscription
- Software Payment Schedule

cc: Thomas Ossi, Technology Contracts and Records Manager
Elizabeth Brown, IT Operations Manager

SINGLE SOURCE REQUEST

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

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

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

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

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

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

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

CITY OF JACKSONVILLE

Justin Winter, CEO
Applications Software Technology, LLC
4343 Commerce Court #701
Lisle, IL 60532

Sent via email to: jwinter@astcorporation.com

January 20, 2022

Re: Master Services Contract between City of Jacksonville and Applications Software Technology, LLC (AST) for Enterprise Resource Planning SaaS System Solution

Dear Mr. Winter:

This notice is to inform you that, pursuant to Section 7 of the Master Services Contract between the City of Jacksonville and AST dated March 28, 2018 (the Contract), the City of Jacksonville is exercising its option to purchase the SaaS Services directly from Oracle effective as of the expiration of the City's current SaaS license subscription on March 27, 2022, subject to the terms of the Oracle Ordering Document. As provided in Section 7, AST (1) shall continue to be responsible for providing services under the Contract during the Implementation Period; (2) shall not be obligated to manage the performance of SaaS Services or reimburse the City for SaaS Services; and (3) shall continue to reasonably investigate and assist the City in resolving issues and disputes that arise in connection with the SaaS Services at no additional charge to the City.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kenneth E. Lathrop

Kenneth E. Lathrop
Chief of Information Technologies/CIO

cc: David Dawson, ddawson@astcorporation.com

ORACLE

ORDERING DOCUMENT

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

Name	City of Jacksonville	**Contact**	Michael Turner
Address	117 W Duval St Ste 400 Jacksonville FL 32202	**Phone Number**	9042558413
		Email Address	mturner@coj.net

Renew Subscription Term: 30-Mar-2022 to 29-Mar-2023

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	11000	12 mo	0.91	120,120.00
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.15	15,668.83
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	NORTH AMERICA	11000	12 mo	0.27	35,485.30
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	5000	12 mo	0.12	6,912.72
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
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B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	NORTH AMERICA	1	12 mo	320.03	3,840.40
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.14	14,280.00
B67291 - Oracle Fusion Goal	NORTH	8500	12 mo	0.08	7,834.42

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
Management Cloud Service - Hosted Named User	AMERICA				
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.08	7,834.42
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.04	3,917.21
B67295 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.12	11,751.62
B81291 - Oracle Fusion Career Development Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.04	3,917.21
B88490 - Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service - Hosted Named Seat Month	NORTH AMERICA	2400	12 mo	17.50	42,000.00
B72237 - Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	21000	12 mo	0.45	9,408.00
B72234 - Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	1000	12 mo	2.31	2,310.00
B86967 - Oracle Policy Automation Agent Cloud Service - Hosted Named Seat Month	NORTH AMERICA	50	12 mo	5.60	280.00
B78444 - Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	NORTH AMERICA	5	12 mo	7.00	35.00
B68251 - Oracle RightNow Emails Sent Service Period Pool - 100 Emails Sent - Pooled Capacity	NORTH AMERICA	1200	12 mo	0.08	100.80
B88581 - Oracle Additional Environments for Oracle Profitability and Cost Management Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	175.00	2,100.00
B79885 - Oracle Field Service Core Manage Cloud Service - Hosted Named User	NORTH AMERICA	50	12 mo	2.10	1,260.00
B79887 - Oracle Field Service Mobility Cloud Service - Hosted Named User	NORTH AMERICA	50	12 mo	1.75	1,050.00
B79889 - Oracle Field Service Routing Cloud Service - Hosted Named User	NORTH AMERICA	50	12 mo	1.75	1,050.00
B79893 - Oracle Field Service Customer Communication Cloud Service - Hosted Named User	NORTH AMERICA	50	12 mo	1.40	840.00
B88577 - Oracle Additional Environments for Oracle Enterprise Planning and Budgeting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	175.00	2,100.00
B88576 - Oracle Additional Environments for Oracle Enterprise Performance Reporting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	175.00	2,100.00
B88579 - Oracle Additional Environments for Oracle Financial Consolidation and Close Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	175.00	2,100.00
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	NORTH AMERICA	25	12 mo	8.40	2,520.00
B85698 - Oracle Enterprise Planning and Budgeting Cloud Service -	NORTH AMERICA	200	12 mo	17.50	42,000.00

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
Hosted Named User					
B85802 - Oracle Financial Consolidation and Close Cloud Service - Hosted Named User	NORTH AMERICA	25	12 mo	17.50	5,250.00
B86152 - Oracle Profitability and Cost Management Cloud Service - Hosted Named User	NORTH AMERICA	20	12 mo	35.00	8,400.00
B69729 - Oracle Fusion Inventory Management Cloud Service - Hosted Named User	NORTH AMERICA	10	12 mo	13.44	1,612.97
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.77	78,344.16
B86845 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86846 - Oracle Fusion Sourcing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86852 - Oracle Fusion Project Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.31	31,337.66
B86854 - Oracle Fusion Task Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.15	15,668.83
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	240.03	2,880.30
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	7,834.42
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	7,834.42
B86841 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	7,834.42
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.15	15,668.83
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.61	62,675.33
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.77	78,344.16
B86853 - Oracle Fusion Project Resource Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.15	15,668.83
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.38	39,172.08
B82256 - Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month	NORTH AMERICA	3500	12 mo	1.75	6,125.00
B90566 - Oracle Identity Cloud	NORTH	3500	12 mo	0.01	387.74

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
Service - Consumer User - Government - User Per Month	AMERICA				
B90565 - Oracle Identity Cloud Service - Enterprise User - Government - User Per Month	NORTH AMERICA	8600	12 mo	1.85	190,548.48
B88801 - Oracle Java Cloud Service - High Performance - Government - OCPU Per Hour	NORTH AMERICA	4464	12 mo	0.45	23,929.54
B90285 - Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour	NORTH AMERICA	7440	12 mo	1.24	110,787.21
B90560 - Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	NORTH AMERICA	11904	12 mo	0.78	110,785.15
B88809 - Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	NORTH AMERICA	744	12 mo	0.78	6,924.07
B90022 - Oracle SOA Suite Cloud Service - Government - OCPU Per Hour	NORTH AMERICA	5952	12 mo	0.45	31,906.06
B91964 - Oracle Cloud Infrastructure - Block Volume Performance Units - Government - Performance Units Per Gigabyte Per Month	NORTH AMERICA	112640	12 mo	0.00	1,325.86
B91963 - Oracle Cloud Infrastructure - Block Volume Storage - Government - Gigabyte Storage Capacity Per Month	NORTH AMERICA	11264	12 mo	0.01	1,988.79
B89422 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government - OCPU Per Hour	NORTH AMERICA	4464	12 mo	0.04	1,971.98
B89436 - Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	NORTH AMERICA	11312	12 mo	0.00	266.30
B89437 - Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	NORTH AMERICA	36864	12 mo	0.01	6,508.78
B89432 - Oracle Cloud Infrastructure - Outbound Data Transfer - Originating in North America, Europe, and UK - Government - Gigabyte Outbound Data Transfer Per Month	NORTH AMERICA	6144	12 mo	0.00	0.00
B90937 - Oracle Identity Foundation Cloud Service - Government - Each	NORTH AMERICA	1	12 mo	0.00	0.00
			Subtotal		1,554,096.65

Expansion at Renewal Term: 29-Mar-2023

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B91964 - Oracle Cloud Infrastructure - Block Volume Performance Units - Government - Performance Units Per Gigabyte Per Month	NORTH AMERICA	51200	12 mo	0.00	602.66
B91963 - Oracle Cloud Infrastructure - Block Volume Storage - Government - Gigabyte Storage Capacity Per Month	NORTH AMERICA	5120	12 mo	0.01	904.00
B93314 - Oracle Cloud Infrastructure - Data Integration - Government - Gigabyte of Data Processed Per Hour	NORTH AMERICA	7440	12 mo	0.02	2,060.58

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B93315 - Oracle Cloud Infrastructure - Data Integration - Pipeline Operator Execution - Government - Execution Hour	NORTH AMERICA	2976	12 mo	0.17	6,181.75
B93313 - Oracle Cloud Infrastructure - Data Integration - Workspace - Government - Workspace Usage Per Hour	NORTH AMERICA	2232	12 mo	0.09	2,472.70
B93033 - Oracle Cloud Infrastructure - Load Balancer Bandwidth - Government - Mbps Per Hour	NORTH AMERICA	595200	12 mo	0.00	412.12
B93032 - Oracle Cloud Infrastructure - Load Balancer Base - Government - Load Balancer Hour	NORTH AMERICA	1488	12 mo	0.01	116.42
			Subtotal		12,750.23

New Subscription

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B90290 - Oracle Integration Cloud Service - Enterprise - Government - 5K Messages Per Hour	NORTH AMERICA	3720	12 mo	0.74	33,234.62
			Subtotal		33,234.62

Fee Description	Net Fee
Cloud Services Fees	1,600,081.50
Net Fees	1,600,081.50
Total Fees	1,600,081.50

A. Terms of Your Order

1. Applicable Agreement:

a. Oracle Cloud Services Agreement US-CSA-CPQ-684547 effective 28-MAR-2018

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-May-2022

6. Service Specifications

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

7. Services Period

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

B. Additional Order Terms

1. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for three (3) additional 12-month renewal periods (each an "Option Year") for the fees specified below. Professional Services are not included in the Option Years.

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

Option Year Two: $[Total 12-month annualized Cloud Services fees for Option Year One] x 1.04

Option Year Three: $[Total 12-month annualized Cloud Services fees for Option Year Two] x 1.04

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

2. Business Associate Agreement

You and Oracle have executed the Business Associate Agreement (the "BAA") attached as an exhibit to this order. So long as You maintain a license to B87365 the Oracle Cloud Services under this order will be covered by Oracle's HIPAA assessment and the BAA applies to such Cloud Services. If You terminate Your license to any of the applicable Part(s) listed above but continue Your licenses to the other Cloud Services, then the other Cloud Services will no longer be covered by Oracle's HIPAA assessment for such Cloud Services and the BAA will no longer apply to such Cloud Services.

3. Price Hold

During the Services Period, You may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above for expansion of the Cloud Services under this order. This price hold does not apply to services that contain "EDU" as the prefix in the Services name, to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

4. No Auto-Renewal

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

5. RightNow Hosting URL

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

6. No Excess Obligation

In the event sufficient budgeted funds are not available, You may terminate this order immediately without penalty or expense; provided however: (a) that for the first year and each year of the subsequent three year renewal option (if elected by You), You must provide an initial contract (for the first year) or contract amendment (for each subsequent year) for each of the term or terms of the order, and (b) the issuance of such initial contract or contract amendment shall signify to Oracle that all funds for the then proposed contract or contract amendment are fully appropriated and are available and no longer subject to any appropriations contingency at the time the initial contract or contract amendment is issued. Notwithstanding the foregoing, City agrees to pay for all services performed by Oracle prior to Oracle's receipt of notice of termination for non-appropriation. If approved, please place this term on the OD to the customer.

7. Oracle Field Cloud Services

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

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

8. Service Level Credit

The Oracle Cloud Service Level Objective Policy, within the Hosting and Delivery Policies and related Cloud Services Pillar documents applicable to the Cloud Services ordered by You, defines a Target Service Availability Level or Target Uptime objective and describes how Oracle calculates such availability. Subject to the terms of this Section and the applicable terms and definitions of the Oracle Cloud Service Level Objective Policy, You may receive a Service Credit in the event that the Service Availability Level or Service Uptime is below the defined target availability or uptime level in two (2) consecutive monthly reporting periods or more than five (5) monthly reporting periods in the past twelve months ("Missed Service Level"). If You have more than one production instance within a Service, the Service Availability Level or Service Uptime will be calculated as an average across all such production instances for a monthly reporting period. You must submit a written request to Oracle (including reference to any applicable service request number) no later than thirty (30) days after the Missed Service Level occurs. Following receipt of Your request and confirmation of Your eligibility to receive a Service Credit (defined below), for each monthly reporting period within the Missed Service Level, Oracle will credit to Your account an amount equal to one (1) day of Applicable Cloud Services Fees (as defined in the following paragraph) for every 1/l0th of a percentage point that the Service Availability Level is below the respective Target Service Availability Level or Target Uptime in the applicable monthly reporting period, up to a maximum credit of 10% of the Applicable Cloud Services Fees paid for that month ("Service Credit"). You shall be eligible to receive only one Service Credit per monthly reporting period of the Missed Service Level. For purpose of calculating the Service Credit, "Applicable Cloud Services Fees" means the prorated Cloud Services fees that You paid to Oracle for the particular Cloud Service for the applicable monthly reporting period in which the Missed Service Level occurred. "Applicable Cloud Services Fees" do not include the fees for other Cloud Services or Professional Services ordered by You, or for other production Services that did not experience Service Availability or Service Uptime Levels below the respective target level. The Service Credit will be provided only towards any outstanding balance for Cloud Services owed to Oracle under this order, and the remittance of such Service Credit will represent Your exclusive remedy, and Oracle's sole liability, for the Missed Service Level.

9. Additional Fees for Any Increased Usage/Capacity

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

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

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

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

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

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

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

City of Jacksonville	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Jacksonville	**Customer Name**	City of Jacksonville
Customer Address	117 W Duval St Ste 400 Jacksonville FL 32202	**Customer Address**	117 W Duval St Ste 400 Jacksonville FL 32202
Contact Name	Michael Turner	**Contact Name**	Michael Turner
Contact Phone	9042558413	**Contact Phone**	9042558413
Contact Email	mturner@coj.net	**Contact Email**	mturner@coj.net

Exhibit A

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

A. MODIFICATIONS TO THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Assignment.** In Section 22 of the Agreement, add the following new sentence to the existing paragraph:

"Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent."

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

   "17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F .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 $1,600,081.50

2. **Retention of Records/Audit.** To the extent required by Section 126.IOS{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.

ORACLE

ORACLE BUSINESS ASSOCIATE AGREEMENT

ORACLE CONTRACT INFORMATION

This Business Associate Agreement amends the Ordering Document with the footer CPQ-2432078-1 and all amendments and addenda thereto (the "Exhibit") between you and Oracle America, Inc. ("Oracle").

WHEREAS you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA"), govern your use of Electronic Protected Health Information ("ePHI") (as defined by 45 C.F.R. § 160.103);

WHEREAS Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such ePHI;

THEREFORE, the parties agree to the following:

I. In the event that the Exhibit requires Oracle to access, receive, maintain or transmit your ePHI, Oracle will take the following measures designed to protect the privacy and security of such ePHI, unless otherwise required by law:

A. Not use or further disclose such ePHI other than as permitted or required by the Exhibit.

B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such ePHI other than as provided under the Exhibit; additional information concerning such measures may be specified in the Exhibit.

C. Report to you any use or disclosure of such ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including within 72 hours confirmed Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and will report to you Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such ePHI on Oracle's behalf in its provision of services under the Exhibit agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such ePHI under the Exhibit.

E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their ePHI in accordance with 45 C.F.R. § 164.524.

F. Make available to you any requests received by Oracle from individuals to have their ePHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of ePHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .

I. At the end of the services under the Exhibit or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such ePHI then in its possession in any form, and retain no copies of such ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such ePHI infeasible.

II. Additional Terms

A. You may terminate the applicable Exhibit if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.

B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

C. The terms and conditions of this Business Associate Agreement shall survive termination of the Exhibit.

D. When using or disclosing such ePHI or when requesting such ePHI from you, the parties shall make reasonable efforts to limit ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

E. You agree to follow any ePHI handling procedures that are specified in the Exhibit.

Subject to the modifications herein, the Exhibit shall remain in full force and effect.

The effective date of this Business Associate Agreement is _____. *{to be completed by Oracle}*.

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

Project #: City Contract # CTAF18000018-01
Account #: AFITS3A-ITEF01-02-069427

Attachment C
Oracle SaaS Software Subscription Payment Schedule

Fiscal Year	Supplier	FY Cost	Contract Year	CTY Cost	Identifier	Deliverable	Est. Due Date	Fees	Contract/PO	Invoice Period	Invoice Date	Invoice #	Signed Acceptance	Comments
FY18	AST	$1,234,201.20	1	$1,645,601.60	SAS.01-01	Year 1:Quarterly Oracle Software Subscription Fee	03/28/18	$411,400.40	CTAF18000019 01 10421 53106.113002.565091.000636.00000000.00000.00 00000	3/28/18-6/27/18	6/25/2018	30147	07/10/18	Paid from AFITS3A - ITEF01 - 02 - 069509
					SAS.01-02	Year 1:Quarterly Oracle Software Subscription Fee	06/28/18	$411,400.40	CTAF18000019 01 10421 53106.113002.565091.000636.00000000.00000.00	6/28/18-9/27/18	8/17/2018	30665	09/07/18	Paid from AFITS3A - ITEF01 - 02 - 069509
					SAS.01-03	Year 1:Quarterly Oracle Software Subscription Fee	09/28/18	$411,400.40	CTAF18000019 01 10421 53106.113002.565091.000636.00000000.00000.00 00000	9/28/18-12/27/18	9/28/2018	31049	10/11/18	Paid from AFITS3A - ITEF01 - 02 - 069509
FY19	AST	$1,692,513.50			SAS.01-04	Year 1:Quarterly Oracle Software Subscription Fee	12/28/18	$411,400.40	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00	12/28/18-3/27/19	1/3/2019	31542	11/01/18	Paid from AFIT531ERP - 03118. All payments are in the operating budget moving forward
			2	$1,716,878.93	SAS.02-01	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	03/28/19	$402,675.17	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00	3/28/19-6/27/19	3/31/19	31966	06/26/19	1st Year Renewal - Decreased due to removal of DIPC services
					SAS.02-01	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	03/28/19	$24,362.53	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00 00000	3/28/19-6/27/19	12/3/19	33205	12/20/19	1st Year Renewal - Added new DIPC services
					SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	06/28/19	$402,675.17	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00 00000	6/28/19-9/27/18	6/27/19	32428	07/23/19	1st Year Renewal - Decreased due to removal of DIPC services
					SAS.02-02	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	06/28/19	$24,362.53	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00	6/28/19-9/27/18	12/3/19	33205-1	12/20/19	1st Year Renewal - Added new DIPC services
					SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	09/28/19	$402,675.17	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00 00000	9/28/19-12/27/19	9/30/19	32894	10/29/19	1st Year Renewal - Decreased due to removal of DIPC services
					SAS.02-03	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	09/28/19	$24,362.53	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00	9/28/19-12/27/19	12/3/19	33205-2	12/20/19	1st Year Renewal - Added new DIPC services
FY20	AST	$1,750,058.54			SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	12/28/19	$411,403.30	PO 600020-20 53101.113002.531180.000000.00000493.00000.00 00000	12/28/19-3/27/20	12/31/19	33319	02/19/20	1st Year Renewal - Decreased due to removal of DIPC services + Added Test Enviroments
					SAS.02-04	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	12/28/19	$24,362.53	CTAF 19000019-01 10421 53101.113002.531180.000000.00000493.00000.00 00000	12/28/19-3/27/20	12/3/19	33205-3	12/20/19	1st Year Renewal - Added new DIPC services
			3	$1,752,383.00	SAS.03-01	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	03/28/20	$438,097.57	PO 608128-20 53101.113002.531180.000000.00000493.00000.00 00000	3/28/20-6/26/20	6/30/20	34311	08/17/20	2nd Year Renewal
					SAS.03-02	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	06/28/20	$438,097.57	PO 608128-20 53101.113002.531180.000000.00000493.00000.00 00000	6/27/20-9/25/20	6/30/20	34312	08/17/20	2nd Year Renewal
					SAS.03-03	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	09/28/20	$438,097.57	PO 608128-20 53101.113002.531180.000000.00000493.00000.00 00000	9/26/20-12/25/20	9/18/20	34777	09/22/20	2nd Year Renewal
FY21	AST	$1,684,478.54			SAS.03-04	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	12/28/20	$438,090.29	PO 608128-20 53101.113002.531180.000000.00000493.00000.00 00000	12/26/20-3/27/21	12/17/20	35266	12/18/20	2nd Year Renewal
			4	$1,661,851.01	SAS.04-01	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	03/28/21	$415,462.75	PO 624215-21 53101.113002.531180.000000.00000493.00000.00 00000	3/28/21-6/26/21	6/3/21	36252	07/20/21	3rd Year Renewal - Oracle provided $91,650 concession due to COVID
					SAS.04-02	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	06/28/21	$415,462.75	PO 624215-21 53101.113002.531180.000000.00000493.00000.00 00000	6/27/21-9/25/21	7/18/21	36357	07/20/21	3rd Year Renewal - Oracle provided $91,650 concession due to COVID
					SAS.04-03	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	09/28/21	$415,462.75	629273-21 53101.113002.531180.000000.00000493.00000.00 00000	9/26/21-12/25/21	9/1/21	36811	09/21/21	3rd Year Renewal - Oracle provided $91,650 concession due to COVID
					SAS.04-04	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	12/28/21	$415,462.76	629273 21 53101.113002.531180.000000.00000493.00000.00 00000	12/26/21-3/27/22	12/20/2021	37560	01/04/22	3rd Year Renewal - Oracle provided $91,650 concession due to COVID

Project #: City Contract # CTAF18000018-01
Account #: AFITS3A-ITEF01-02-069427

Attachment C
Oracle SaaS Software Subscription Payment Schedule

Fiscal Year	Supplier	FY Cost	Contract Year	CTY Cost	Identifier	Deliverable	Est. Due Date	Fees	Contract/PO	Invoice Period	Invoice Date	Invoice #	Signed Acceptance	Comments
FY22	Oracle	$1,615,523.89	5	$1,600,081.50	SAS.05-01	Year 1:Quarterly Oracle Software Subscription Fee	03/30/22	$400,020.38	53101.113002.531180.000000.00000493.00000.00 00000					1st Year- Purchasing directly from Oracle America, Inc. 01/20/22 exercise option to remove AST from processing the OD.
					SAS.05-02	Year 1:Quarterly Oracle Software Subscription Fee	06/30/22	$400,020.38	53101.113002.531180.000000.00000493.00000.00 00000					1st Year- Purchasing directly from Oracle America, Inc. 01/20/22 exercise option to remove AST from processing the OD.
					SAS.05-03	Year 1:Quarterly Oracle Software Subscription Fee	09/30/22	$400,020.37	53101.113002.531180.000000.00000493.00000.00 00000					1st Year- Purchasing directly from Oracle America, Inc. 01/20/22 exercise option to remove AST from processing the OD.
					SAS.05-04	Year 1:Quarterly Oracle Software Subscription Fee	12/30/22	$400,020.37	53101.113002.531180.000000.00000493.00000.00 00000					1st Year- Purchasing directly from Oracle America, Inc. 01/20/22 exercise option to remove AST from processing the OD.
FY23	Oracle	$1,648,083.95	6	$1,664,084.76	SAS.06-01	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	03/30/23	$416,021.20						
					SAS.06-02	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	06/30/23	$416,021.20						
					SAS.06-03	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	09/30/23	$416,021.18						
					SAS.06-04	Year 2:Quarterly Oracle Software Subscription Fee (1st Renewal Option)	12/30/23	$416,021.18						
FY24	Oracle	$1,714,007.29	7	$1,730,648.14	SAS.07-01	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	03/30/24	$432,662.04						
					SAS.07-02	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	06/30/24	$432,662.04						
					SAS.07-03	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	09/30/24	$432,662.03						
					SAS.07-04	Year 3:Quarterly Oracle Software Subscription Fee (2nd Renewal Option)	12/30/24	$432,662.03						
FY25	Oracle	$1,782,567.58	8	$1,799,874.06	SAS.08-01	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	03/30/25	$449,968.52						
					SAS.08-02	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	06/30/25	$449,968.52						
					SAS.08-03	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	09/30/25	$449,968.51						
FY26		$449,968.51			SAS.08-04	Year 4:Quarterly Oracle Software Subscription Fee (3rd Renewal Option)	12/30/25	$449,968.51						
FY Sum		############	CTY Sum	############										

From:	Geake, Tracy
To:	ITDADMIN
Cc:	Brown, Elizabeth; Ossi, Thomas; Conyers, Andre
Subject:	FW: FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal
Date:	Wednesday, April 27, 2022 12:49:05 PM
Attachments:	Oracle SaaS Software Subscription Ordering Document.pdf Single Source Form - Oracle SaaS licenses for ERP v5.pdf AST Notice 01-20-2022 - Oracle SaaS License Subscription.pdf Attachment C - SaaS Software Payment Schedule.pdf Request For Approval Cover Sheet - Oracle Cloud ERP - SaaS Software Subscription Odering Document.docx 1Cloud-Single Source Request-Oracle SaaS Software Subscription 0426 2022f.pdf

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Tracy Geake
IT Finance Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan St. 9th Floor
Jacksonville, Florida 32202
Office: (904) 255-8103
Cell: (904) 763-4049
www.coj.net

From: Lathrop, Kenneth <LATHROP@coj.net>
Sent: Wednesday, April 27, 2022 12:05 PM
To: Geake, Tracy <TGeake@coj.net>
Cc: Freeman, Paul <PFreeman@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>; Turner, Michael <MTurner@coj.net>; Ossi, Thomas <TOssi@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: RE: FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal

Signed.

From: Geake, Tracy <TGeake@coj.net>
Sent: Wednesday, April 27, 2022 10:43 AM
To: Lathrop, Kenneth <LATHROP@coj.net>
Cc: Freeman, Paul <PFreeman@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>; Turner, Michael <MTurner@coj.net>; Ossi, Thomas <TOssi@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FW: FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal
Importance: High

Good Morning Ken –

For your approval and signature (1Cloud-Single Source Request...).

Thanks.
Tracy Geake

IT Finance Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan St. 9th Floor
Jacksonville, Florida 32202
Office: (904) 255-8103
Cell: (904) 763-4049
www.coj.net

From: Freeman, Paul <PFreeman@coj.net>
Sent: Wednesday, April 27, 2022 8:34 AM
To: Geake, Tracy <TGeake@coj.net>
Cc: Brown, Elizabeth <ElizabethB@coj.net>; Turner, Michael <MTurner@coj.net>; Ossi, Thomas <TOssi@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FW: FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal
Importance: High

Tracy – Ready for your approval/signature.

Regards,

Paul Freeman
Enterprise Applications Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan Street | Jacksonville, FL 32202
904.255.8062 (Office) | 904-239-7159 (Cell)
www.coj.net

From: Brown, Elizabeth <ElizabethB@coj.net>
Sent: Tuesday, April 26, 2022 7:04 PM
To: Freeman, Paul <PFreeman@coj.net>
Cc: Turner, Michael <MTurner@coj.net>; Ossi, Thomas <TOssi@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal
Importance: High

Paul,

Please find attached for your review the Oracle SaaS Software Subscription request memo dated 04/26/2022 and supporting documents.

Based on my conversation with Greg Pease on Friday, 4/22, I made further changes to the single source form.

Upon your approval and signature, please forward to Tracy for signature.

Thank you,

Elizabeth Brown
IT Operations Manager
Office: 904.255.8199
Cell: 904.652.9186

Attachments:

- Oracle SaaS Ordering Document
- Single Source Form
- AST Notice 01.20.2022-Oracle SaaS License Subscription
- Software Payment Schedule
- Request for Approval Cover Sheet

REQUEST FOR APPROVAL COVER SHEET

The purpose of this cover sheet is to provide accurate information for all purchase requests submitted to the ITD Finance Manager for approval.

Background:

Request for a Single Source award to Oracle America, Inc. for SaaS Software Subscription Services for the 1Cloud ERP System. This request will provide the Oracle SaaS Software Subscription which will be ratified to begin March 30, 2022 and continue through March 29, 2023 with three (3), one (1) year renewal options. The annual cost is $1,600,081.50 for the initial one-year term, which will be paid quarterly in the amounts of $400,020.38 for two (2) payments and $400,020.37 for two (2) payments.

Details:

The decrease in the SaaS Subscription Services annual subscription cost is due to the City exercising the option to purchase the SaaS Services directly from Oracle America, Inc. On January 20, 2022, the City notified AST Corporation of the intent to exercise this option, effective as of the expiration of the City's current SaaS license subscription on March 29, 2022. This option was exercised pursuant to Section 7 of the Master Services Contract between the City of Jacksonville and AST dated March 28, 2018 (City Contract # 10420).

This purchase will be executed via a contract through the Office of General Counsel. The SaaS Software Subscription Services not-to-exceed amount will be $1,600,081.50 with a total maximum indebtedness for the contract of $1,600,081.50.

One Time Request/Annual Renewal/Blanket Order Request:

Annual Renewal

Total Cost:

$1,600,081.50

1Cloud Funding Information:

53101.113002.531180.000000.00000493.00000.0000000

Contact(s):

Paul Freeman

Additional Information: Attachments

*Oracle SaaS Ordering Document *AST Notice 01.20.2022-Oracle SaaS License Subscription	*Single Source Form *Software Payment Schedule

Requisition FAIT-501660-22

Requisitioning BU	FAIT: Information Technologies	**Requisition Amount**	1,600,081.5 USD
Entered By	Andre Conyers	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal. Subscription which will be ratified to begin March 30, 2022 and continue through March 29, 2023 with three (3), one (1) year renewal options.		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
Single Source Form - Oracle Sa	Single Source Form - Oracle SaaS licenses for ERP v5.pdf	
Request For Approval Cover She	Request For Approval Cover Sheet - Oracle Cloud ERP - SaaS Software Subscription Odering Document.docx	
Oracle SaaS Software Subscript	Oracle SaaS Software Subscription Ordering Document.pdf	
Attachment C - SaaS Software P	Attachment C - SaaS Software Payment Schedule.pdf	
AST Notice 01-20-2022 - Oracle	AST Notice 01-20-2022 - Oracle SaaS License Subscription.pdf	
1Cloud-Single Source Request-O	1Cloud-Single Source Request-Oracle SaaS Software Subscription 0426 2022f.pdf	
FW_ FY2022 Single Source Reque	FW_ FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal .pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		FY2022 Single Source Request - 1Cloud Oracle SaaS Software Subscription renewal. Subscription which will be ratified to begin March 30, 2022 and continue through March 29, 2023 with three (3), one (1) year renewal options.	920.45 Software Maintenance/Support			USD	1,600,081.5	Approved	Reserved

Requester	Paul Freeman	**Supplier**	Oracle America, Inc.
Urgent	No	**Supplier Site**	Ordering
Requested Delivery	5/11/22	**Supplier Contact**	John Austin

Requisition FAIT-501660-22

Date			
Deliver-to Location	Ed Ball 9th Floor Charge	**Contact Phone**	(850)4022820
Deliver-to Address	214 North Hogan Street, 9TH FLOOR, Jacksonville, FL 32202, Duval, United States	**Charge Account**	53101.113002.531180.000000.00000493.00000.0000000
Note to Buyer			

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.