4

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

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

Department: Information Technologies Division

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

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

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

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

Attachments: Agency Memo, Vendor Ordering Document, Previous Awards

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

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

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

RW

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

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

March 23, 2023

TO: Dustin L. Freeman
Chief of Procurement

VIA: Kenneth E. Lathrop
Chief of Information Technologies/CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2023.03.27 09:28:28 -04'00'

FROM: Paul Freeman
Enterprise Applications Manager, Information Technologies Division

Paul Freeman — Digitally signed by Pau Freeman Date: 2023.03.23 13:42:08 -04'00'

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

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The Information Technologies Division, (ITD) requests the exercise of the first (1st) of three (3) Renewal options with Oracle America, Inc. for SaaS Software Subscription Services for the 1Cloud ERP System. This renewal term will begin March 30, 2023, and continue through March 29, 2024. The annual cost is $1,662,782.70 for the one-year renewal term, which will be paid quarterly in the amounts of $415,695.68 for two (2) payments and $415,695.67 for two (2) payments.

This purchase will be executed via Amendment 2 to City Contract 71829-22, through the Office of General Counsel. The SaaS Software Subscription Services' not-to-exceed amount will be $3,264,000.46, with a new total maximum indebtedness for this contract of $3,264,000.46.

1Cloud Account String 53101.113002.531180.000000.00000493.00000.0000000

Tracy Geake — Digitally signed by Tracy Geake Date: 2023.03.24 11:56:28 -04'00'

Attachments:

- Oracle SaaS Ordering Document – City Contract 71829-22
- Oracle SaaS Ordering Document – City Contract 71829-22-1
- Oracle SaaS Ordering Document CPQ-2873682-1 for March 2023 renewal
- Software Payment Schedule from City Contract 10420-02, Option Year 4

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

ORACLE

ORDERING DOCUMENT

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

Name	City of Jacksonville	**Contact**	Paul Freeman
Address	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202	**Phone Number**	(904) 255-8062
		Email Address	pfreeman@coj.net

Renew Subscription Term: 30-Mar-2023 to 29-Mar-2024

Service Period: 12 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B88581 - Oracle Additional Environments for Oracle Profitability and Cost Management Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	182.00	2,184.00
B88577 - Oracle Additional Environments for Oracle Enterprise Planning and Budgeting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	182.00	2,184.00
B88576 - Oracle Additional Environments for Oracle Enterprise Performance Reporting Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	182.00	2,184.00
B88579 - Oracle Additional Environments for Oracle Financial Consolidation and Close Cloud Service - Test Environment	NORTH AMERICA	1	12 mo	182.00	2,184.00
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	NORTH AMERICA	35	12 mo	8.74	3,669.12
B85698 - Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	200	12 mo	18.20	43,680.00
B85802 - Oracle Financial Consolidation and Close Cloud Service - Hosted Named User	NORTH AMERICA	35	12 mo	18.20	7,644.00
B86152 - Oracle Profitability and Cost Management Cloud Service - Hosted Named User	NORTH AMERICA	20	12 mo	36.40	8,736.00

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69729 - Oracle Fusion Inventory Management Cloud Service - Hosted Named User	NORTH AMERICA	10	12 mo	13.98	1,677.49
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.80	81,477.93
B86845 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86846 - Oracle Fusion Sourcing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86852 - Oracle Fusion Project Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.32	32,591.17
B86854 - Oracle Fusion Task Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.16	16,295.59
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	11000	12 mo	0.95	124,924.80
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.16	16,295.59
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	NORTH AMERICA	11000	12 mo	0.28	36,904.71
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	5000	12 mo	0.12	7,189.23
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	249.63	2,995.51
B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	NORTH AMERICA	1	12 mo	332.83	3,994.02
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.15	14,851.20
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.08	8,147.79
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.08	8,147.79
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.04	4,073.90
B67295 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.12	12,221.69
B81291 - Oracle Fusion Career Development Cloud Service - Hosted Named User	NORTH AMERICA	8500	12 mo	0.04	4,073.90
B90566 - Oracle Identity Cloud Service - Consumer User - Government - User Per Month	NORTH AMERICA	3500	12 mo	0.01	403.13
B90565 - Oracle Identity Cloud Service - Enterprise User - Government - User Per Month	NORTH AMERICA	8600	12 mo	1.92	198,110.98
B88801 - Oracle Java Cloud Service - High Performance - Government - OCPU Per Hour	NORTH AMERICA	4464	12 mo	0.46	24,879.26
B90285 - Oracle Analytics Cloud - Enterprise - Government - OCPU Per Hour	NORTH AMERICA	7440	12 mo	1.29	115,184.14
B90560 - Oracle Base Database Service - Extreme Performance - Government - OCPU Per Hour	NORTH AMERICA	11904	12 mo	0.81	115,182.00
B88809 - Oracle Database Cloud Service - Enterprise Edition Extreme Performance - Government - OCPU Per Hour	NORTH AMERICA	744	12 mo	0.81	7,198.87
B93314 - Oracle Cloud Infrastructure - Data Integration - Government - Gigabyte of Data Processed Per Hour	NORTH AMERICA	7440	12 mo	0.02	2,142.36
B93315 - Oracle Cloud Infrastructure - Data Integration - Pipeline Operator	NORTH AMERICA	2976	12 mo	0.18	6,427.09

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
Execution - Government - Execution Hour					
B93313 - Oracle Cloud Infrastructure - Data Integration - Workspace - Government - Workspace Usage Per Hour	NORTH AMERICA	2232	12 mo	0.10	2,570.84
B90290 - Oracle Integration Cloud Service - Enterprise - Government - 5K Messages Per Hour	NORTH AMERICA	3720	12 mo	0.77	34,553.64
B90022 - Oracle SOA Suite Cloud Service - Government - OCPU Per Hour	NORTH AMERICA	5952	12 mo	0.46	33,172.35
B91964 - Oracle Cloud Infrastructure - Block Volume Performance Units - Government - Performance Units Per Gigabyte Per Month	NORTH AMERICA	163840	12 mo	0.00	2,005.07
B91963 - Oracle Cloud Infrastructure - Block Volume Storage - Government - Gigabyte Storage Capacity Per Month	NORTH AMERICA	16384	12 mo	0.02	3,007.60
B89422 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government - OCPU Per Hour	NORTH AMERICA	4464	12 mo	0.04	2,050.24
B93033 - Oracle Cloud Infrastructure - Load Balancer Bandwidth - Government - Mbps Per Hour	NORTH AMERICA	595200	12 mo	0.00	428.47
B93032 - Oracle Cloud Infrastructure - Load Balancer Base - Government - Load Balancer Hour	NORTH AMERICA	1488	12 mo	0.01	121.04
B89436 - Oracle Cloud Infrastructure - Object Storage - Requests - Government - 10,000 Requests per Month	NORTH AMERICA	11312	12 mo	0.00	276.87
B89437 - Oracle Cloud Infrastructure - Object Storage - Storage - Government - Gigabyte Storage Capacity per Month	NORTH AMERICA	36864	12 mo	0.02	6,767.10
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
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	8,147.79
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	8,147.79
B86841 - Oracle Fusion Document Recognition Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.08	8,147.79

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.16	16,295.59
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.64	65,182.34
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.80	81,477.93
B86853 - Oracle Fusion Project Resource Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.16	16,295.59
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	8500	12 mo	0.40	40,738.96
B72234 - Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	1000	12 mo	2.40	2,402.40
B86967 - Oracle Policy Automation Agent Cloud Service - Hosted Named Seat Month	NORTH AMERICA	50	12 mo	5.82	291.20
B88490 - Oracle RightNow Enterprise Contact Center Dynamic Agent Desktop Cloud Service - Hosted Named Seat Month	NORTH AMERICA	2400	12 mo	18.20	43,680.00
B68251 - Oracle RightNow Emails Sent Service Period Pool - 100 Emails Sent - Pooled Capacity	NORTH AMERICA	1200	12 mo	0.09	104.83
B72237 - Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	NORTH AMERICA	21000	12 mo	0.47	9,784.32
B78444 - Oracle Policy Automation Collaboration Cloud Service - Hosted Named Seat Month	NORTH AMERICA	5	12 mo	7.28	36.40
B82256 - Oracle RightNow Non-Contact Center User Cloud Service - Hosted Non-Contact Center Named Seat Month	NORTH AMERICA	3500	12 mo	1.82	6,370.00
			Subtotal		1,662,782.70

Fee Description	Net Fee
Cloud Services Fees	1,662,782.70
Net Fees	1,662,782.70

Fee Description	Net Fee
Total Fees	1,662,782.70

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	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	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	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	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
					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
FY21	AST	$1,684,478.54	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	[redacted]	$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		$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		$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		$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	############										

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. 30-Apr-2023

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 two (2) 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: $[Total 12-month annualized Cloud Services fees for Option Year One] x 1.04
Option Year Two: $[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: customername.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.

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		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	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 STE 115 Jacksonville FL 32202	**Customer Address**	117 W Duval St Ste 400 STE 115 Jacksonville FL 32202
Contact Name	Paul Freeman	**Contact Name**	Paul Freeman
Contact Phone	(904) 255-8062	**Contact Phone**	(904) 255-8062
Contact Email	pfreeman@coj.net	**Contact Email**	pfreeman@coj.net

Exhibit A

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

A. MODIFICATIONS TO THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   "17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, any action, regardless of form, arising out of or relating to this Agreement shall be brought by either party in accordance with the time limitations specified for contract claims under F .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 Services Period specified in this ordering document (CPQ-2873682-1) shall not exceed the fixed sum of $1,662,782.70.

2. **Retention of Records/Audit.** To the extent required by Section 126.lOS(a), Jacksonville Ordinance Code, contractor shall maintain business records directly pertinent to this Ordering Document ("Records") in accordance with contractor's legal or archival requirements, external accounting standards and regulatory requirements. Upon reasonable written notice to contractor, at Your Cost, and provided that such audit does not unreasonably interfere with contractor's normal business operations, shall allow access and examination of the Records by You at all reasonable times until the expiration of three (3) years after final payment under the Ordering Document. For the avoidance of doubt, the parties agree that "all reasonable times" as used in the immediately preceding sentence shall mean no more frequently than once every 12 months.

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

4. **Non-discrimination.** As required by Section 126.404, Jacksonville Ordinance Code, Oracle represents that it has adopted and will maintain throughout the term of the Ordering Document a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other unlawful factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of

employment. Oracle agrees that, on written request, no more than once every 12 months, at Your cost, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Ordering Document; provided however, that Oracle shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Ordering Document. Oracle agrees that, if any of the products or Services to be provided pursuant to the Ordering Document are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract

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

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

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

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.

FORM APPROVED
By: _____
Office of General Counsel

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

Authorized Signature: _____

Name: Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-02

Title: _____

Signature Date: 5/24/2022

Oracle America, Inc.

DocuSigned by:
Elizabeth Hwang
87813608AA374EB

Authorized Signature: _____

Name: Elizabeth Hwang

Title: Director, Pub Sect.Deal Mgmt

Signature Date: 19-May-2022 | 1:46 PM PDT

CITY OF JACKSONVILLE FLORIDA

ATTEST:

CERTIFICATE OF ASSISTANT SECRETARY
OF
ORACLE AMERICA, INC.

9 July 2021

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

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

2. Elizabeth Hwang currently serves as a Director North America Deal Management (M4) of the Corporation.

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

IN WITNESS WHEREOF, I have executed this Certificate on this 9th day of July 2021.

Kimberly Woolley

Name: Kimberly Woolley
Assistant Secretary

1

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

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

Department: Information Technologies Division

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

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

Single Source Award To: Oracle America, Inc.

Price Justification: See Attached

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

Attachments: Agency Memo, Vendor Ordering Document, Previous Award

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

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

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

12/22/2022
DATE

ACTION OF AWARDING AUTHORITY

DATE: 12/22/22

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

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

FORM GB-114, Revised 12/2007

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

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

Department: Information Technologies Division

Description of Purchase:
Recommend approval to 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"

Teresa R. Eubanks
CHAIRMAN

5/12/2022
DATE

ACTION OF AWARDING AUTHORITY

DATE: 5-13-2022

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

FORM GB-114, Revised 12/2007