

ST. PETERSBURG CITY COUNCIL
Report
Meeting of May 20, 2021

To: The Honorable Ed Montanari, Chair, and Members of City Council

Subject: Accepting a proposal from Oracle America, Inc. for Work and Asset Management Cloud-based Software (WACS) and implementation services, for the Water Resources Department, Stormwater, Pavement and Traffic Operations Department, Fire Rescue Department, and Parks and Recreation Department, for a total contract amount of \$3,716,491; authorizing the Mayor to execute the contract and agreements, and authorizing project contingency funds in the amount of \$743,298 which may be used in the event that additional interfaces to other external systems, data set migrations, system customizations or new report generation would be beneficial to the city, but has not yet been contemplated; approving a transfer in the amount of \$372,000 from the unappropriated balance of the Technology and Infrastructure Fund (5019) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$372,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the ASM CMMS Upgrade FY17 Project (15782); approving a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$84,941 from the WAM Software Upgrade Project (15616); approving a supplemental appropriation in the amount of \$84,941 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the ASM CMMS Upgrade FY17 Project (15782); and providing an effective date.

Explanation: The Procurement and Supply Management Department received 13 proposals for a work and asset management system. After reviewing all proposals, the evaluation team short-listed the viable proposals and invited the following vendors to demonstrate their proposed solutions.

<u>Offerors</u>	<u>Software</u>	<u>Implementation</u>	<u>Total Amount</u>
		<u>Services</u>	
AssetWorks	\$113,120	\$780,845	\$893,965
Infor Public Sector, Inc.	\$1,335,870	\$744,093	\$2,079,963
Oracle America, Inc.	\$478,681	\$3,237,810	\$3,716,491
Jones Edmunds	\$230,250	\$1,302,870	\$1,533,120

Evaluation of the proposals was conducted by a cross-functional team that included:

Scott Lewis, Senior Water Resources Manager, Water Resources Department
Tajuanda May, Computer Resources Manager, Water Resources Department
Christine West, eBusiness Solutions Manager, Department of Technology Services
Reginia Williams, Special Projects Manager, Sanitation
Lisa Glover, Systems Analyst, Police

The proposals were evaluated based on the following criteria:

- Completeness and thoroughness of the proposal
- Offeror’s understanding of the City’s purpose, scope, and objectives, including the solution’s functionality and suitability to meet the City’s needs and quality of the Offeror’s approach.

- Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions.
- The low-cost Offeror may not necessarily be awarded the contract, however; one-time and recurring maintenance and support costs are an important evaluation criterion.

On August 28, 2020, based on demonstrated solutions and solicited user feedback, the evaluation committee members voted to remove Jones Edmunds and Infor Public Sector, Inc. from further consideration and provide a list of clarifications to Assetworks and Oracle to continue vetting the best fit for the City. The most noted differentiators were the ease of use and interface usability, reporting and workflow capability, and real-time routing features.

On February 18, 2021, the evaluation committee recommended Oracle America, Inc. for Work and Asset Management Cloud-based Software and implementation services. The company has met the requirements of RFP No. 7635 and the offer was determined to be the most advantageous to the City. Oracle provided the best value for successful implementation and long-term functionality.

Oracle America, Inc. was selected for the following reasons:

- Upon receiving the best and final offers from Assetworks and Oracle, the key decision features were Oracle's ability to offer a fully integrated application with production tested routing capabilities which is a mission critical need that lacked a high level of functionality in the other solutions.
- Another factor was Oracle's willingness, per the City's request, to offer comprehensive vendor led training to provide end-users the knowledge and confidence to successfully use the solution while all other proposals only offered Train the Trainer.
- Additionally, Oracle provide by far the most detailed and inclusive Implementation Plan, which is reflected in the cost of Oracle's Implementation Services. This accurate assessment of the level of effort needed during implementation to make this project successful is the key reason that Oracle's best and final offer is higher than the other offerors.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department and Department of Technology Services recommends approval:

Oracle Work and Asset Cloud Software	\$ 478,681
Oracle Implementation Services	\$3,237,810
<hr/> Total Oracle Contract Amount	<hr/> \$3,716,491
Project 20% Contingency	\$ 743,298
<hr/> <hr/> Total Project Budget	<hr/> <hr/> \$ 4,459,789

Oracle America, Inc. has met the requirements of RFP No. 7635 dated May 7, 2020. The company is headquartered in Austin, Texas and has been doing business since 1977. The project implementation will take approximately thirteen months and the cloud software agreement may be renewed annually.

Cost/Funding/Assessment Information: Funding for the Water Resources Department portion of the project has been previously appropriated in the Water Resources Capital Projects Fund (4003), ASM CMMS Upgrade FY17 Project (15782). Funding for the remaining city departments will be available after the approval of a transfer in the amount of \$372,000 from the unappropriated balance of the Technology and Infrastructure Fund (5019) to the General Capital Improvement Fund (3001), a supplemental appropriation in the amount of \$372,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above transfer, to the ASM CMMS Upgrade FY17 Project (15782), a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$84,941 from the WAM Software Upgrade Project (15616), and a supplemental appropriation in the amount of \$84,941 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the ASM CMMS Upgrade FY17 Project (15782).

Attachments: Contract Exhibits and Statement of Work (50 pages)
Technical Evaluation (5 pages)
Resolution

ORDERING DOCUMENT

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

Name	CITY OF SAINT PETERSBURG, FLORIDA	Contact	Fredrick Ross
Address	1 4th St N 2nd SAINT PETERSBURG FL 33701	Phone Number	727-893-7220
		Email Address	Fredrick.Ross@stpete.org

New Subscription

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91131 - Oracle Utilities Work and Asset Cloud Service - Hosted Named Users	NORTH AMERICA	1000	12 mo	15.40	184,800.00
B90333 - Oracle Field Service Professional Cloud Service - Hosted Named User	NORTH AMERICA	1496	12 mo	10.00	179,520.00
B91134 - Oracle Utilities Work and Asset Cloud Service, Additional Test Environment - Instance	NORTH AMERICA	1	12 mo	2,496.00	29,952.00
B91133 - Oracle Utilities Work and Asset Cloud Service, Additional Development Environment - Instance	NORTH AMERICA	1	10.06 mo	1,488.00	14,976.00
Subtotal					409,248.00

Service Period: 12 months						
Cloud Services	Data Center Region	Credit Period	Credit Quantity	Term	Total Credit Value	
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Yearly	69433.0	12 mo	69,433.00	
Subtotal					69,433.00	

Fee Description	Net Fee
Cloud Services Fees	478,681.00
Net Fees	478,681.00
Total Fees	478,681.00

Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Application Development Cloud Service	0.0
Security and Identity Management Cloud Service	0.0
Enterprise Integration Cloud Service	0.0
Data Management Cloud Service	0.0
Data Integration Cloud Service	0.0
Compute Cloud Service	0.0
Storage Cloud Service	0.0
Not Discount Eligible	0.0
Management Cloud Cloud Service	0.0
Content and Experience Cloud Service	0.0
Network Cloud Service	0.0
Analytics Cloud Service	0.0

Usage Item Description	Metric	Overage Net Unit Price
Application Development Cloud Service		
B88287 - Oracle Java Cloud Service - Enterprise	OCPU Per Hour	0.3097
B88288 - Oracle Java Cloud Service - Standard	OCPU Per Hour	0.3097
B88289 - Oracle Java Cloud Service - High Performance	OCPU Per Hour	0.7742
B88399 - Oracle Java Cloud Service - Enterprise - BYOL	OCPU Per Hour	0.1935
B88400 - Oracle Java Cloud Service - High Performance - BYOL	OCPU Per Hour	0.1935
B88844 - Oracle Java Cloud Service - Standard - BYOL	OCPU Per Hour	0.1935
B89646 - Oracle Visual Builder Cloud Service	OCPU Per Hour	1.2365
B90203 - Oracle Visual Builder Studio - Additional Storage	Gigabyte Storage Capacity Per Month	1.6
B90260 - Oracle Digital Assistant Cloud Service	Request	0.0232
B90304 - Oracle Mobile Hub Cloud Service	Request	0.0028
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.2581
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.7227
B92302 - Oracle Cloud Infrastructure - Blockchain Platform Cloud Service - Standard	OCPU Per Hour	0.215

Usage Item Description	Metric	Overage Net Unit Price
B92303 - Oracle Cloud Infrastructure - Blockchain Platform Cloud Service - Enterprise	OCPU Per Hour	0.4301
B92304 - Oracle Cloud Infrastructure - Blockchain Platform Cloud Service - Storage	Terabyte Storage Capacity Per Month	70.4
B92305 - Oracle Cloud Infrastructure - Blockchain Platform Cloud Service - Enterprise - BYOL	OCPU Per Hour	0.3226
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.2581
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.7227
Security and Identity Management Cloud Service		
B88161 - Oracle CASB for SaaS - Enterprise User	Monitored Service User Per Hour	0.0012
B88162 - Oracle CASB for SaaS - Non-Enterprise User	Monitored Service User Per Hour	0.0009
B88163 - Oracle CASB for IaaS	Monitored Account Per Hour	1.362
B88164 - Oracle CASB for IaaS - Additional Capacity	Gigabyte Data Capacity Per Hour	0.2868
B88165 - Oracle CASB for Custom Apps	Monitored App Per Hour	1.7921
B89476 - Oracle CASB for Discovery	User per Month	0.664
B89480 - Oracle CASB for Data Protection - Data Loss Prevention	Monitored Service User per Hour	0.0022
B89481 - Oracle CASB for Data Protection - Data Loss Prevention - Retroactive Scan	Gigabyte Data Capacity per Hour	1.6
B90328 - Oracle Cloud Infrastructure - Key Management	Virtual Private Vault Per Hour	3.724
B90555 - Oracle Identity Cloud Service - Enterprise User	User Per Month	3.2
B90556 - Oracle Identity Cloud Service - Consumer User	User Per Month	0.016
B90557 - Oracle Identity Cloud Service - Enterprise User - BYOL	User Per Month	0.8
B90558 - Oracle Identity Cloud Service - Consumer User - BYOL	User Per Month	0.004
B90936 - Oracle Identity Foundation Cloud Service	Each	0.0
B92092 - Oracle Cloud Infrastructure - KMS Vault - Key Versions	Key Version per Month 0 - 20	0.0

Usage Item Description	Metric	Overage Net Unit Price
	Key Version per Month 20 - 999999999	0.5334
Enterprise Integration Cloud Service		
B88160 - Oracle SOA Suite Cloud Service - B2B Adapter for EDI	OCPU per Hour	0.4839
B88407 - Oracle SOA Suite Cloud Service - BYOL	OCPU Per Hour	0.1935
B88460 - Oracle SOA Suite Cloud Service	OCPU Per Hour	0.7742
B88461 - Oracle Messaging Cloud Service	1,000,000 API Calls per Month	0.2
B88650 - Oracle Apiary Cloud Service - Standard	User Per Month	5.28
B88651 - Oracle Apiary Cloud Service - Professional	User Per Month	16.0
B89639 - Oracle Integration Cloud Service - Standard	5K Messages Per Hour	0.6452
B89640 - Oracle Integration Cloud Service - Enterprise	5K Messages Per Hour	1.2903
B89643 - Oracle Integration Cloud Service - Standard - BYOL	20K Messages Per Hour	0.3226
B89644 - Oracle Integration Cloud Service - Enterprise - BYOL	20K Messages Per Hour	0.3226
B89652 - Oracle API Platform Cloud Service	Gateway Per Hour	1.0753
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.7231
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure - with B2B Adapter for EDI	OCPU Per Hour	1.2071
Data Management Cloud Service		
B88290 - Oracle Database Cloud Service - Enterprise Edition - General Purpose	OCPU Per Hour	0.4301
B88291 - Oracle Database Cloud Service - Enterprise Edition Extreme Performance - General Purpose	OCPU Per Hour	1.3441
B88292 - Oracle Database Cloud Service - Enterprise Edition High Performance - General Purpose	OCPU Per Hour	0.8871
B88293 - Oracle Database Cloud Service - Standard Edition - General Purpose	OCPU Per Hour	0.215
B88294 - Oracle Database Backup Service - Outbound Data Transfer	Gigabyte Outbound Data Transfer per Month 0 - 1	0.0
	Gigabyte Outbound Data Transfer per Month 1 - 10240	0.096
	Gigabyte Outbound Data Transfer per Month 10240 - 51200	0.072

Usage Item Description	Metric	Overage Net Unit Price
	Gigabyte Outbound Data Transfer per Month 51200 - 153600	0.056
	Gigabyte Outbound Data Transfer per Month 153600 - 512000	0.04
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999	0.04
B88295 - Oracle Database Backup Service - GET and all other Requests	10000 Requests Per Month	0.0032
B88296 - Oracle Database Backup Service - PUT, COPY, POST or LIST Requests	1000 Requests Per Month	0.004
B88297 - Oracle Database Backup Service - Storage Capacity	Gigabyte Storage Capacity per Month 0 - 1024	0.0211
	Gigabyte Storage Capacity per Month 1024 - 51200	0.0208
	Gigabyte Storage Capacity per Month 51200 - 512000	0.0204
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.0201
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.0197
	Gigabyte Storage Capacity per Month 5120000 - 999999999	0.0194
B88328 - Oracle Cloud Infrastructure - Database Enterprise Edition - Additional Capacity	OCPU Per Hour	0.4301
B88329 - Oracle Cloud Infrastructure - Database Enterprise Edition High Performance - Additional Capacity	OCPU Per Hour	0.8871
B88330 - Oracle Cloud Infrastructure - Database Enterprise Edition Extreme Performance - Additional Capacity	OCPU Per Hour	1.3441
B88331 - Oracle Cloud Infrastructure - Database Standard Edition - Additional Capacity	OCPU Per Hour	0.215
B88402 - Oracle Database Cloud Service - Enterprise Edition Extreme Performance RAC - BYOL	OCPU Per Hour	0.1935
B88404 - Oracle Database Cloud Service - All Editions - BYOL	OCPU Per Hour	0.1935
B88408 - Oracle Database Exadata Express Cloud Service - X20	Hosted Environment Per Hour	0.1882
B88409 - Oracle Database Exadata Express Cloud Service - X250	Hosted Environment Per Hour	0.4301
B88410 - Oracle Database Exadata Express Cloud Service - X500	Hosted Environment Per Hour	0.8603
B88411 - Oracle Database Exadata Express Cloud Service - X1000		

Usage Item Description	Metric	Overage Net Unit Price
B88412 - Oracle Database Exadata Express Cloud Service - X1000IM	Hosted Environment Per Hour	1.7204
B88592 - Oracle Cloud Infrastructure - Database Exadata OCPU	Hosted Environment Per Hour	4.3011
B88593 - Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6	OCPU Per Hour	1.3441
B88594 - Oracle Cloud Infrastructure - Database Exadata Half Rack - X6	Hosted Environment Per Hour	51.0753
B88595 - Oracle Cloud Infrastructure - Database Exadata Full Rack - X6	Hosted Environment Per Hour	102.1506
B88846 - Oracle Cloud Infrastructure - Database All Editions - Additional Capacity - BYOL	Hosted Environment Per Hour	204.3011
B88847 - Oracle Cloud Infrastructure - Database Exadata OCPU - BYOL	OCPU Per Hour	0.1935
B88854 - Oracle Cloud Infrastructure - Database Exadata Full Rack - X6 - BYOL	OCPU Per Hour	0.3226
B88855 - Oracle Cloud Infrastructure - Database Exadata Half Rack - X6 - BYOL	Hosted Environment Per Hour	135.914
B88856 - Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6 - BYOL	Hosted Environment Per Hour	67.957
B89039 - Oracle Autonomous Data Warehouse - BYOL	Hosted Environment Per Hour	33.9785
B89040 - Oracle Autonomous Data Warehouse	OCPU Per Hour	0.3226
B89041 - Oracle Autonomous Data Warehouse - Exadata Storage	OCPU Per Hour	1.3441
B89621 - Oracle Cloud Infrastructure - Database Standard Edition - Dense I/O - X7	Terabyte Storage Capacity Per Month	118.4
B89622 - Oracle Cloud Infrastructure - Database Enterprise Edition - Dense I/O - X7	Hosted Environment Per Hour	5.7312
B89623 - Oracle Cloud Infrastructure - Database Enterprise Edition High Performance - Dense I/O - X7	Hosted Environment Per Hour	6.1613
B89624 - Oracle Cloud Infrastructure - Database Enterprise Edition Extreme Performance - Dense I/O - X7	Hosted Environment Per Hour	7.0753
B89625 - Oracle Cloud Infrastructure - Database All Editions - Dense I/O - X7 - BYOL	Hosted Environment Per Hour	7.9892

Usage Item Description	Metric	Overage Net Unit Price
B89737 - Oracle NoSQL Database Cloud Service - Write	Hosted Environment Per Hour	7.0134
B89738 - Oracle NoSQL Database Cloud Service - Read	Write Unit Per Month	0.1254
B89739 - Oracle NoSQL Database Cloud Service - Storage	Read Unit Per Month	0.0064
B89980 - Oracle Database Exadata Cloud at Customer - Database OCPU	Gigabyte Storage Capacity Per Month	0.066
B89981 - Oracle Database Exadata Cloud at Customer - Database OCPU - BYOL	OCPU Per Hour	1.3441
B89999 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X7	OCPU Per Hour	0.3226
B90000 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Half Rack - X7	Hosted Environment Per Hour	21.5054
B90001 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Full Rack - X7	Hosted Environment Per Hour	43.0107
B90230 - Oracle Database Backup Cloud - Object Storage	Hosted Environment Per Hour	86.0215
B90231 - Oracle Database Backup Cloud - Archive Storage	Gigabyte Storage Capacity Per Month	0.0051
B90453 - Oracle Autonomous Transaction Processing	Gigabyte Storage Capacity Per Month	0.0005
B90454 - Oracle Autonomous Transaction Processing - BYOL	OCPU Per Hour	1.3441
B90455 - Oracle Autonomous Transaction Processing - Exadata Storage	OCPU Per Hour	0.3226
B90569 - Oracle Cloud Infrastructure - Database Cloud Service - Standard Edition	Terabyte Storage Capacity Per Month	118.4
B90570 - Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition	OCPU Per Hour	0.215
B90571 - Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition High Performance	OCPU Per Hour	0.4301
B90572 - Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance	OCPU Per Hour	0.8871
B90573 - Oracle Cloud Infrastructure - Database Cloud Service - All Editions - BYOL	OCPU Per Hour	1.3441
	OCPU Per Hour	0.1935

Usage Item Description	Metric	Overage Net Unit Price
B90777 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Base System	Hosted Environment Per Hour	10.7527
B91121 - Oracle Cloud SQL - Compute Capacity	OCPU Per Hour	0.1075
B91128 - Oracle Big Data Service - Compute - Standard	OCPU Per Hour	0.1344
B91129 - Oracle Big Data Service - Compute - Dense I/O	OCPU Per Hour	0.214
B91130 - Oracle Big Data Service - Compute - HPC	OCPU Per Hour	0.1536
B91363 - Gen 2 Exadata Cloud at Customer - Database OCPU	OCPU Per Hour	1.3441
B91364 - Gen 2 Exadata Cloud at Customer - Database OCPU - BYOL	OCPU Per Hour	0.3226
B91391 - Oracle Autonomous Data Warehouse - Free	OCPU Per Hour	0.0
B91392 - Oracle Autonomous Data Warehouse - Exadata Storage - Free	Terabyte Storage Capacity Per Month	0.0
B91393 - Oracle Autonomous Transaction Processing - Free	OCPU Per Hour	0.0
B91394 - Oracle Autonomous Transaction Processing - Exadata Storage - Free	Terabyte Storage Capacity Per Month	0.0
B91535 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X8	Hosted Environment Per Hour	14.5162
B91536 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Half Rack - X8	Hosted Environment Per Hour	29.0323
B91537 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Full Rack - X8	Hosted Environment Per Hour	58.0645
B91631 - Oracle Cloud Infrastructure - Data Safe for Database Cloud Service - Audit Record Collection Over 1 Million Records	10,000 Audit Records Per Target Per Month	0.08
B91632 - Oracle Cloud Infrastructure - Data Safe for Database Cloud Service	Each	0.0
B92023 - MySQL HeatWave - Standard - E3	Node Per Hour	0.3536
B92024 - MySQL Database for HeatWave - Standard - E3	Node Per Hour	0.3536
B92181 - Oracle Autonomous Transaction Processing - Dedicated	OCPU Per Hour	1.3441
B92182 - Oracle Autonomous Data Warehouse - Dedicated		

Usage Item Description	Metric	Overage Net Unit Price
B92183 - Oracle Autonomous Transaction Processing - Dedicated - BYOL	OCPU Per Hour	1.3441
B92184 - Oracle Autonomous Data Warehouse - Dedicated - BYOL	OCPU Per Hour	0.3226
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour	0.3226
B92380 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X8M	OCPU Per Hour	0.3226
B92381 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Database Server - X8M	Hosted Environment Per Hour	14.5162
B92382 - Oracle Cloud Infrastructure - Database Exadata Infrastructure - Storage Server - X8M	Hosted Environment Per Hour	2.9032
B92418 - Exadata Cloud at Customer - Autonomous Transaction Processing	Hosted Environment Per Hour	2.9032
B92419 - Exadata Cloud at Customer - Autonomous Data Warehouse	Database OCPU Per Hour	1.3441
B92420 - Exadata Cloud at Customer - Autonomous Transaction Processing - Database OCPU - BYOL	Database OCPU Per Hour	1.3441
B92421 - Exadata Cloud at Customer - Autonomous Data Warehouse - Database OCPU - BYOL	OCPU Per Hour	0.3226
B92425 - MySQL Database - Standard - E2	OCPU Per Hour	0.3226
B92426 - MySQL Database - Storage	OCPU Per Hour	0.0467
B92483 - MySQL Database - Backup Storage	Gigabyte Storage Capacity per Month	0.04
B92627 - Oracle NoSQL Database Cloud - Write - Free	Gigabyte Storage Capacity per Month	0.04
B92628 - Oracle NoSQL Database Cloud - Read - Free	Write Unit Per Month	0.0
B92629 - Oracle NoSQL Database Cloud - Storage - Free	Read Unit Per Month	0.0
B92733 - Oracle Cloud Infrastructure - Data Safe for On-Premises Databases	Gigabyte Storage Capacity Per Month	0.0
B92734 - Oracle Cloud Infrastructure - Data Safe for On-Premises Databases	Target Database Per Month	200.0
	10,000 Audit Records Per Target Per Month	0.08

Usage Item Description	Metric	Overage Net Unit Price
B92759 - MySQL Analytics - Bare Metal Standard - E2	Node Per Hour	0.5018
B92807 - MySQL Database - Bare Metal Standard - E2	Node Per Hour	0.5018
B92911 - Oracle APEX Application Development	OCPU Per Hour	0.3226
B92962 - MySQL Database - Standard - E3	OCPU Per Hour	0.038
B92963 - MySQL Database - Standard - E3 - Memory	Gigabyte Per Hour	0.0022
Data Integration Cloud Service		
B88299 - Oracle Data Integrator Cloud Service	OCPU Per Hour	0.7742
B88310 - Oracle GoldenGate Cloud Service - Enterprise	OCPU Per Hour	0.7742
B88398 - Oracle GoldenGate Cloud Service - Enterprise - BYOL	OCPU Per Hour	0.1935
B88406 - Oracle Data Integrator Cloud Service - BYOL	OCPU Per Hour	0.1935
B92598 - Oracle Cloud Infrastructure - Data Integration - Workspace	Workspace Usage per Hour	0.16
B92599 - Oracle Cloud Infrastructure - Data Integration	Gigabyte of Data Processed per Hour	0.04
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure	OCPU Per Hour	0.9498
B92992 - Oracle Cloud Infrastructure - GoldenGate	OCPU Per Hour	1.3441
B92993 - Oracle Cloud Infrastructure - GoldenGate - BYOL	OCPU Per Hour	0.3226
Compute Cloud Service		
B88315 - Oracle Cloud Infrastructure - Compute - Bare Metal Standard - X5	OCPU Per Hour	0.0638
B88317 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X5	OCPU Per Hour	0.0638
B88513 - Oracle Cloud Infrastructure - Compute - Bare Metal Standard - X7	OCPU Per Hour	0.0638
B88514 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7	OCPU Per Hour	0.0638
B88515 - Oracle Cloud Infrastructure - Compute - Bare Metal Dense I/O - X7	OCPU Per Hour	0.1275
B88516 - Oracle Cloud Infrastructure - Compute - Virtual Machine Dense I/O - X7	OCPU Per Hour	0.1275

Usage Item Description	Metric	Overage Net Unit Price
B88517 - Oracle Cloud Infrastructure - Compute - Bare Metal GPU Standard - X7	GPU Per Hour	1.275
B88518 - Oracle Cloud Infrastructure - Compute - Virtual Machine GPU Standard - X7	GPU Per Hour	1.275
B89734 - Oracle Cloud Infrastructure - Compute - GPU Standard - V2	GPU Per Hour	2.95
B90398 - Oracle Cloud Infrastructure - Compute - HPC - X7	OCPU Per Hour	0.075
B90425 - Oracle Cloud Infrastructure - Compute - Standard - E2	OCPU Per Hour	0.03
B90617 - Oracle Functions - Execution Time - 10,000 Gigabyte Memory-Seconds	Seconds 0 - 40	0.0
	Seconds 40 - 999999999	0.1417
B90618 - Oracle Functions - Invocations	1,000,000 Function Invocations 0 - 2	0.0
	1,000,000 Function Invocations 2 - 999999999	0.2
B91119 - Oracle Cloud Infrastructure - Compute - Bare Metal Standard - B1	OCPU Per Hour	0.0638
B91120 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - B1	OCPU Per Hour	0.0638
B91372 - Oracle Cloud Infrastructure - Compute - Microsoft SQL Enterprise	OCPU Per Hour	1.47
B91373 - Oracle Cloud Infrastructure - Compute - Microsoft SQL Standard	OCPU Per Hour	0.37
B91444 - Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - E2 Micro - Free	OCPU Per Hour	0.0
B92072 - Oracle Cloud Infrastructure - API Gateway - 1,000,000 API Calls	1,000,000 API Calls Per Month	3.0
B92306 - Oracle Cloud Infrastructure - Compute - Standard - E3 - OCPU	OCPU Per Hour	0.025
B92307 - Oracle Cloud Infrastructure - Compute - Standard - E3 - Memory	Gigabytes Per Hour	0.0015
B92740 - Oracle Cloud Infrastructure - Compute - GPU - E3	GPU Per Hour	3.05
B93113 - Oracle Cloud Infrastructure - Compute - Standard - E4	OCPU Per Hour	0.025
B93114 - Oracle Cloud Infrastructure - Compute - Standard - E4 - Memory		

Usage Item Description	Metric	Overage Net Unit Price
	Gigabyte Per Hour	0.0015
Storage Cloud Service		
B89057 - Oracle Cloud Infrastructure - File Storage	Gigabyte Storage Capacity per Month	0.3
B90938 - Oracle Cloud Infrastructure - Streaming - PUT or GET	Gigabytes of Data Transferred	0.025
B90939 - Oracle Cloud Infrastructure - Streaming - Storage	Gigabytes Per Hour	0.0002
B91445 - Oracle Cloud Infrastructure - Block Volume - Free	Gigabyte Storage Capacity per Month	0.0
B91627 - Oracle Cloud Infrastructure - Object Storage - Requests	10,000 Requests per Month 0 - 5	0.0
	10,000 Requests per Month 5 - 999999999	0.0034
B91628 - Oracle Cloud Infrastructure - Object Storage - Storage	Gigabyte Storage Capacity per Month 0 - 10	0.0
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0255
B91633 - Oracle Cloud Infrastructure - Archive Storage - Free	Gigabyte Storage Capacity per Month 0 - 10	0.0
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0026
B91961 - Oracle Cloud Infrastructure - Block Volume Storage	Gigabyte Storage Capacity Per Month	0.0255
B91962 - Oracle Cloud Infrastructure - Block Volume Performance	Performance Units Per Gigabyte Per Month	0.0017
B93000 - Oracle Cloud Infrastructure - Infrequent Access Storage - Storage	Gigabyte Storage Capacity Per Month 0 - 10	0.0
	Gigabyte Storage Capacity Per Month 10 - 999999999999999	0.01
B93001 - Oracle Cloud Infrastructure - Data Retrieval - Storage	Gigabyte Storage Retrieved Per Month 0 - 10	0.0
	Gigabyte Storage Retrieved Per Month 10 - 999999999999999	0.01
Not Discount Eligible		
B88318 - Oracle Cloud Infrastructure - Compute - Windows OS	OCPU Per Hour	0.092
B92386 - Oracle Cloud VMware Solution	OCPU Per Hour	0.2031
B92686 - Oracle Analytics for Fusion Applications - Free	Hosted Named User	0.0

Usage Item Description	Metric	Overage Net Unit Price
Management Cloud Service		
B89161 - Oracle Management Cloud - Standard Edition	100 Entities Per Hour	0.6721
B89162 - Oracle Management Cloud - Enterprise Edition	100 Entities Per Hour	1.3441
B89163 - Oracle Management Cloud - Log Analytics Edition	300 Gigabytes Per Hour	0.3226
B92809 - Oracle Cloud Infrastructure Logging Analytics - Archival Storage	Logging Analytics Storage Unit Per Hour	0.02
B92888 - Oracle Cloud Infrastructure Operations Insights for Oracle Autonomous Databases	OCPU Per Hour	0.0
B92939 - Oracle Cloud Infrastructure Logging Analytics - Active Storage	Logging Analytics Storage Unit Per Hour	0.5
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service - Tracing Data - Free	1,000 Events Per Hour	0.0
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service - Tracing Data	100,000 Events Per Hour	0.65
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service - Synthetic Usage	10 Monitor Runs Per Hour	0.02
B93082 - Oracle Cloud Infrastructure - Database Management - External DB BYOL	Host CPU Core Per Hour	0.02
B93083 - Oracle Cloud Infrastructure - Database Management - External DB	Host CPU Core Per Hour	0.04
Content and Experience Cloud Service		
B88298 - Oracle WebCenter Portal Cloud Service	OCPU Per Hour	0.7742
B88405 - Oracle WebCenter Portal Cloud Service - BYOL	OCPU Per Hour	0.1935
B89969 - Oracle Content and Experience Cloud Service - Standard	Active User Per Hour	0.15
B89970 - Oracle Content and Experience Cloud Service - Enterprise	Active User Per Hour	0.45
B89971 - Oracle Content and Experience Cloud Service - Visitor	Active User Per Hour	0.0101
B91210 - Oracle Content and Experience Cloud Service	5,000 Assets Per Month 0 - 1	106.66
	5,000 Assets Per Month 1 - 10	480.0
	5,000 Assets Per Month 10 - 200	240.0
	5,000 Assets Per Month 200 - 10000	120.0

Usage Item Description	Metric	Overage Net Unit Price
	5,000 Assets Per Month 10000 - 999999999	14.4
B91211 - Oracle Content and Experience Cloud Service - Outbound Data Transfer	Gigabyte Outbound Data Transfer Per Month	0.12
B92217 - Oracle Content and Experience Cloud Service Advanced Video Management	250 Video Assets per Month	240.0
B92637 - Oracle Content and Experience Cloud Service - BYOL	5,000 Assets Per Month 0 - 10	120.0
	5,000 Assets Per Month 10 - 200	60.0
	5,000 Assets Per Month 200 - 10000	30.0
	5,000 Assets Per Month 10000 - 999999999	3.6
Network Cloud Service		
B88325 - Oracle Cloud Infrastructure - FastConnect 1 Gbps	Port Hour	0.2125
B88326 - Oracle Cloud Infrastructure - FastConnect 10 Gbps	Port Hour	1.275
B88327 - Oracle Cloud Infrastructure - Outbound Data Transfer	Gigabyte Outbound Data Transfer per month 0 - 10240	0.0
	Gigabyte Outbound Data Transfer per month 10240 - 9999999999999999	0.0085
B88523 - Oracle Cloud Infrastructure - Email Delivery	1,000 Emails Sent	0.085
B88525 - Oracle Cloud Infrastructure - DNS	1,000,000 Queries	0.85
B90323 - Oracle Cloud Infrastructure - Health Checks - Basic	Endpoints Per Month	0.3
B90325 - Oracle Cloud Infrastructure - Health Checks - Premium	Endpoints Per Month	1.3
B90327 - Oracle Cloud Infrastructure - DNS Traffic Management	1,000,000 DNS Traffic Management Queries	4.0
B90329 - Oracle Cloud Infrastructure - Web Application Firewall - Requests	1,000,000 Incoming Requests	0.6
B90330 - Oracle Cloud Infrastructure - Web Application Firewall - Good Traffic	Gigabyte Of Good Traffic	0.15
B90332 - Oracle Cloud Infrastructure - Web Application Firewall - Bot Management	1,000,000 Incoming Requests	4.0
B90925 - Oracle Cloud Infrastructure - Monitoring - Ingestion	Million Datapoints 0 - 500	0.0
	Million Datapoints 500 - 999999999	0.0025

Usage Item Description	Metric	Overage Net Unit Price
B90926 - Oracle Cloud Infrastructure - Monitoring - Retrieval	Million Datapoints 0 - 1000	0.0
	Million Datapoints 1000 - 999999999	0.0015
B90940 - Oracle Cloud Infrastructure - Notifications - HTTPS Delivery	Million Delivery Operations 0 - 1	0.0
	Million Delivery Operations 1 - 999999999	0.6
B90941 - Oracle Cloud Infrastructure - Notifications - Email Delivery	1,000 Emails Sent 0 - 1	0.0
	1,000 Emails Sent 1 - 999999999	0.02
B92593 - Oracle Cloud Infrastructure - Logging - Storage	Gigabyte Log Storage Per Month 0 - 10	0.0
	Gigabyte Log Storage Per Month 10 - 999999999	0.05
B93004 - Oracle Cloud Infrastructure - Notifications - SMS Outbound to Country Zone 1	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.015
B93005 - Oracle Cloud Infrastructure - Notifications - SMS Outbound to Country Zone 2	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.045
B93006 - Oracle Cloud Infrastructure - Notifications - SMS Outbound to Country Zone 3	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.086
B93007 - Oracle Cloud Infrastructure - Notifications - SMS Outbound to Country Zone 4	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.12
B93008 - Oracle Cloud Infrastructure - Notifications - SMS Outbound to Country Zone 5	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.24
B93030 - Oracle Cloud Infrastructure - Load Balancer Base	Load Balancer Hour 0 - 1	0.0
	Load Balancer Hour 1 - 999999999	0.0113
B93031 - Oracle Cloud Infrastructure - Load Balancer Bandwidth	Mbps Per Hour 0 - 10	0.0
	Mbps Per Hour 10 - 999999999	0.0001
B93126 - Oracle Cloud Infrastructure - FastConnect 100Gbps	Port Hour	10.75

Usage Item Description	Metric	Overage Net Unit Price
Analytics Cloud Service		
B89630 - Oracle Analytics Cloud - Professional	OCPU Per Hour	1.0753
B89631 - Oracle Analytics Cloud - Enterprise	OCPU Per Hour	2.1506
B89636 - Oracle Analytics Cloud - Professional - BYOL	OCPU Per Hour	0.3226
B89637 - Oracle Analytics Cloud - Enterprise - BYOL	OCPU Per Hour	0.3226
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour	1.3129
B92682 - Oracle Analytics - Professional	User Per Month	16.0
B92683 - Oracle Analytics - Enterprise	User Per Month	80.0

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-2793038

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-2021

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 four (4) additional 12-month renewal periods (each an "Option Year") for the fees specified in the table above Section A. Professional Services are not included in the Option Years.

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. 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.

3. Annual Universal Credit

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "**Credit Quantity**" table in Your order, the "**Annual Universal Credit**") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "**Total Credit Value**") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Additional Fees for Any Increased Usage/Capacity

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period, You have exceeded the annual Credit Quantity specified in this order, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

a. You must allocate funds for additional fees for any excess usage of the Oracle IaaS and PaaS Cloud Services under this order.

b. You will be invoiced directly for the additional fees applicable to such excess usage, monthly in arrears.

c. Such invoice shall not require a separate ordering document, and Your use of such excess usage will be pursuant to the terms and conditions of this order and the Agreement.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount

specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

4. Shelving of On Premise Program Licenses

a. **Shelved On Premise Licenses.** Under one or more separate contracts with Oracle, You previously acquired the non-Cloud Oracle on premise program licenses listed in the attached License Shelving Exhibit (the "**Shelved On Premise Licenses**"). In connection with the Services acquired under this order, You agree to desupport, and cease using (such desupport and cessation of use is referred to as, "**shelved**" or "**shelving**"), the Shelved On Premise Licenses in accordance with the terms of this "Shelving of On Premise Program Licenses" section. Notwithstanding anything to the contrary, the Shelved On Premise Licenses may only include Oracle on premise program licenses that You maintain technical support, in accordance with Your separate contract(s) with Oracle for such program licenses and services, until the commencement of the Transition Period (as defined below). In addition, as a requirement for shelving the Shelved On Premise Licenses, the Cloud Services acquired under this order must be maintained (i.e., not terminated) for the full Service Period specified in the table above.

Except as modified by this "Shelving of On Premise Program Licenses" section, Your use of the Shelved On Premise Licenses and related Oracle technical support services (including, Limited On Premise Support (as defined below)) remain governed by the separate contract(s) under which such licenses and services were acquired, and the Oracle technical support policies located at <http://www.oracle.com/support/policies.html> ("**Oracle Technical Support Policies**").

b. **Transition Period.** You may desupport the Shelved On Premise Licenses commencing as of the beginning of the Transition Period, subject to the terms of this "Shelving of On Premise Program Licenses" section. In addition, You may elect to continue using the Shelved On Premise Licenses during the Transition Period in accordance with this section. During the Initial Transition Period (as defined below) only, Oracle will provide You at no charge with Limited On Premise Support for such licenses. Notwithstanding anything to the contrary, as used in this "Shelving of On Premise Program Licenses" section, "**Limited On Premise Support**" refers to the technical support services for the Shelved On Premise Licenses that are limited to product support (including Your ability to log service requests online for product issues), security patch updates, critical patch updates, tax updates, and legal and regulatory updates (but not any major version release updates); all other components of Oracle technical support services are not included, and may not be used by You, as part of Limited On Premise Support.

The "**Initial Transition Period**" begins on the Cloud Services Start Date and ends on the earlier of (i) six (6) months from the Cloud Services Start Date, or (ii) Oracle's receipt of Your written notice electing to commence shelving of the Shelved On Premise Licenses in accordance with the terms of the "Shelving Period" section below. If the Initial Transition Period ends six (6) months from the Cloud Services Start Date pursuant to clause (i) of the preceding sentence, then You may elect to continue using the Shelved On Premise Licenses for up to an additional six (6) consecutive month period by (1) sending Oracle written notice of such election at least thirty (30) days before the end of the Initial Transition Period, and (2) purchasing from Oracle Limited On Premise Support for such licenses in three-month increments which covers such period (each such three month increment being called an "**Extended Transition Period**" and collectively, the "**Extended Transition Periods**"). For each Extended Transition Period, You will be billed quarterly in arrears a net fee equal to eight percent (8%) of the annual support fee in Your most recent annual support renewal order for the Shelved On Premise Licenses.

If You would like to continue using the Shelved On Premise Licenses beyond twelve (12) months from their Cloud Services Start Date, then You must (A) send Oracle written notice of such election at least thirty (30) days before the twelve (12) months end, and (B) purchase from Oracle Limited On Premise Support for such licenses in three-month increments which covers such continuing usage period (each such three-month increment being called a "**Continuing Transition Period**" and collectively, the "**Continuing Transition Periods**"). For each Continuing Transition Period, You will be billed quarterly in arrears a net fee equal to twenty-five percent (25%) of the annual support fee in Your most recent annual support renewal order for the Shelved On Premise Licenses. By providing Oracle with written notice, You may at any time end any ongoing Extended Transition Period or Continuing Transition Period, and immediately commence the shelving of the Shelved On Premise Licenses in accordance with the terms of the "Shelving Period" section below; fees related to any partial quarter of Limited On Premise Support received for such licenses will be pro-rated.

As used in this "Shelving of On Premise Program Licenses" section, the "**Transition Period**" means the total cumulative period of the Initial Transition Period, any Extended Transition Periods and any Continuing Transition Periods.

c. **Shelving Credit.** Oracle will issue You a credit for any Oracle technical support services fees that You prepaid for the Shelved On Premise Licenses which remain unused as of the commencement of the Transition Period, provided that the invoices for such technical support services have been paid in full. This credit will be applied against Your next invoice for the Cloud Services acquired under this order following the commencement of the Transition Period and may not be used by You for purchase of any other Oracle products or services.

d. **Shelving Period.** The period during which the Shelved On Premise Licenses are considered to be shelved is from the end of the Transition Period through the earlier of the following to occur (the "**Shelving Period**"): (i) the end of the Services Period for the Cloud Services acquired under this order; (ii) Your resumption of use of the Shelved On Premise Licenses; (iii) any assignment or transfer of the Cloud Services acquired under this order, or the Shelved On Premise Licenses, to a third party (a "**Subject Assignment**"); or (iv) Your non-compliance as described in the "Non Compliance" section below. If the Shelving Period ends under clause (i) of the preceding sentence due to the expiration of the full Service Period specified in the table above for the Cloud Services, then You may continue to shelve the Shelved On Premise Licenses by entering into an order with Oracle pursuant to mutually agreed to terms and conditions which renews the Cloud Services and expressly extends such licenses' Shelving Period. If the Shelving Period ends under clause (iii) of the first sentence of this paragraph due to a Subject Assignment, You must unshelve (i.e., resume use and Oracle technical support for) the Shelved On Premise Licenses in accordance with the "Unshelving of Shelved On Premise Licenses" subsection below.

During the Shelving Period, You must: (1) not use the Shelved On Premise Licenses for any purposes other than read-only access to historical archived data, (2) not receive for, or use for the benefit of, the Shelved On Premise Licenses, any direct or indirect Oracle technical support in any manner, including but not limited to updates, patches, fixes, accessing historical archived data, phone support, or on-line support accessible through a web browser or other connectivity tool, and (3) continue to maintain Oracle technical support for Your remaining non-Cloud Oracle on premise program licenses (i.e., program licenses which have not been shelved under this order) contained in the same license set as such Shelved On Premise Licenses in accordance with the terms of Your separate contract(s) for those Oracle program licenses and technical support services, and the Oracle Technical Support Policies.

e. **Non-Compliance.** If You fail to meet any of the requirements or otherwise violate any of the terms in this "Shelving of On Premise Program Licenses" section then, as of the date of such failure or violation, as applicable (the "**Non-Compliance Date**"), (i) the Shelving Period will immediately end and the Shelved On Premise Licenses will no longer be deemed shelved under these provisions, (ii) all rules and policies in the Oracle Technical Support Policies will again apply, (iii) You will be charged a reinstatement fee and applicable back support fees for the Shelved On Premise Licenses, and (iv) You will be charged annual technical support for the Shelved On Premise Licenses, which will be deemed reinstated as of the Non-Compliance Date. If You fail to pay Oracle all the fees specified in the preceding sentence within fifteen (15) days of the Non-Compliance Date, then the rules on repricing and matching service levels in the Oracle Technical Support Policies will be applied to the Shelved On Premise Licenses and any applicable remaining

supported licenses. Reinstatement and back support fees under the first sentence of this subsection will be calculated pursuant to the Oracle Technical Support Policies for the period commencing from the date You initially desupported the Shelved On Premise Licenses under this "Shelving of On Premise Program Licenses" section.

f. Unshelving of Shelved On Premise Licenses. Except as provided in the "Non Compliance" subsection above, You may elect to end the Shelving Period and resume use of the Shelved On Premise Licenses in accordance with Your separate license agreement(s) for such licenses, (i) at any time during the Services Period specified for the Cloud Services acquired under this order by providing Oracle with prior written notice of Your election to unshelve such licenses and resuming payment of all annual technical support fees for such licenses (at the annual technical support rate previously in effect for such licenses) no later than 30 days from Your resumption of use, or (ii) at the end of the Services Period specified for the Cloud Services acquired under this order, by resuming payment of all annual technical support fees for such licenses (at the annual technical support rate previously in effect for such licenses) no later than 30 days from the end of the Services Period (under this clause (ii), annual technical support fees for the Shelved On Premise Licenses will be calculated based on annual technical support commencing as of the end of the Service Period). You will not be charged back support or reinstatement fees for unshelving the Shelved On Premise Licenses in accordance with the preceding sentence. However, if You fail to pay Oracle all the technical support fees in accordance with the first sentence of this subsection, then: (1) it will be considered a desupport situation; (2) all rules and policies in the Oracle Technical Support Policies will again apply to the Shelved On Premise Licenses as well as any applicable remaining supported licenses, including the repricing and matching service rules; and (3) thereafter, if You use technical support with any remaining Shelved On Premise Licenses, then You must first reinstate such support pursuant to the Oracle Technical Support Policies and pay Oracle back support and reinstatement fees calculated for the period commencing on the earlier of (i) Your resumption of use of such licenses or (ii) the end of the Shelving Period.

For clarity, this order for Cloud Services, and all rights and obligations hereunder (including payment obligations), will remain in full force and effect for the duration of the Services Period for the Cloud Services acquired under this order, notwithstanding any resumption of use by You of the Shelved On Premise Licenses prior to the end of such Services Period.

g. Additional On Premise Licenses. In the event that You require additional non-Cloud Oracle on premise program licenses for an Oracle program that has been shelved under this "Shelving of On Premise Program Licenses" section, You must first unshelve the required number of licenses of such program, up to the total number shelved, in accordance with the "Unshelving of Shelved On Premise Licenses" subsection above. You may not purchase additional licenses for that program until all Shelved On Premise Licenses of such program have been unshelved.

h. Certification. You are required to certify in writing to Oracle at the commencement of the Shelving Period, and annually thereafter during the Shelving Period, that the Shelved On Premise Licenses are and remain desupported and unused in accordance with the terms of this "Shelving of On Premise Program Licenses" section.

5. Oracle Field Cloud Service

a. 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 and this 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 (notwithstanding any references to Oracle PaaS or IaaS in that definition).

b. 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 Cloud Service or Your attempt to access the Cloud Service without use of URL names provided by Oracle.

6. Data Center Region Availability

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

CITY OF SAINT PETERSBURG, FLORIDA		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 SAINT PETERSBURG, FLORIDA	Customer Name	CITY OF SAINT PETERSBURG, FLORIDA
Customer Address	1 4th St N 2nd SAINT PETERSBURG FL 33701	Customer Address	1 4th St N 2nd SAINT PETERSBURG FL 33701
Contact Name	Fredrick Ross	Contact Name	Fredrick Ross
Contact Phone	727-893-7220	Contact Phone	727-893-7220
Contact Email	Fredrick.Ross@stpete.org	Contact Email	Fredrick.Ross@stpete.org



License Shelving Exhibit

You have agreed to shelve the following on-premise program licenses You previously acquired under separate contract(s) with Oracle pursuant to the terms of Your Cloud Services order CPQ-1975082:

Csi Number	Instance Number	Product Description	License Metric	Quantity
13489479	40325291	Oracle Utilities Work Management Interface	APPLICATION MODULE	1
13489479	40325290	Oracle Utilities GIS Integration	APPLICATION MODULE	1
13489479	40325289	Oracle Utilities EAM Base Software User	APPLICATION USER	500
13489479	40325288	Oracle Utilities Financial Interface	APPLICATION MODULE	1
13489479	40325287	Oracle Utilities Accounts Payable Interface	APPLICATION USER	1
13489479	40325286	Oracle Utilities HR and Timekeeping Interface	APPLICATION MODULE	1
13489479	40325285	Oracle Utilities Inventory Interface	APPLICATION MODULE	1
13489479	40325284	Oracle Utilities Procurement Interface	APPLICATION MODULE	1
13489479	40325283	Oracle Utilities CIS Interface	APPLICATION MODULE	1



ORDERING DOCUMENT

Customer Name: City of St. Petersburg, Florida
Customer Address: 1650 3rd Ave N.
St. Petersburg, FL 33713

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

ORACLE CONTRACT INFORMATION

Oracle Cloud Services Agreement Reference: US-CSA-2793038

Ordering Document Number: US-10944476

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

A. SERVICES

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

All fees on this order are in US Dollars.

Services	Reference	Fees	Expenses	Total Fees and Expenses
Fixed Price Services	Exhibit 1	\$3,237,810.00	\$0.00	\$3,237,810.00
Total Fees and Expenses				\$3,237,810.00

B. ORDER TERMS

1. Payment Terms.

Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 days from the invoice date. Invoices for services performed under separate exhibits may be provided separately.

2. Segmentation.

The purchase of any products and related Services are all separate offers and separate from any other order for any products and related Services You may receive or have received from Oracle. You understand that you may purchase any products and related Services independently of any other

products or Services. Your obligation to pay for (a) any products and related Services is not contingent on performance of any other Services or delivery of any other products or (b) other Services is not contingent on delivery of any products or performance of any additional/other Services. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Marcio Pivatelli
Address:	6505 Blue Lagoon Drive Miami, FL, 33126
Phone:	954-258-4021
Email:	marcio.pivatelli@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Benjamin Gelb
Address:	PO Box 2842 St. Petersburg, FL 33731
Phone:	
Email:	AP@stpete.org

4. Order of Precedence.

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

5. Change Control Process.

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

6. Relationship Between Parties.

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

7. Rights Granted / Restrictions.

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

environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

8. Services Privacy/Services Security.

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

9. Additional Third Party Subprocessors for Oracle Consulting.

To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The June 26, 2019 version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference.

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

Third Party Subprocessor	Location	Type of Service

10. Tax Exemption.

If you provide a valid certificate of tax exemption in advance of the date taxes are due, Oracle will not invoice you the taxes for the Services provided under your order.

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

CITY OF ST. PETERSBURG, FLORIDA

ORACLE AMERICA, INC.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document Effective Date: _____

{To be completed by Oracle}

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FIXED PRICE EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: City of St. Petersburg, Florida (the “City”)
Ordering Document Number: US-10944476
Exhibit Number: One (1)

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

1. Description of Services and Deliverables

Oracle will provide consulting services to implement Oracle Utilities Work and Asset Cloud Service (“WACS”) and Oracle Field Service (“OFS”) applications to serve the Water Resources, Stormwater, Traffic and Pavement, Parks and Recreation, and Fire departments. The services and project management described (collectively, the “Project”) will be provided utilizing Oracle True Cloud Methodology (“TCM”).

The intent of this exhibit is to articulate the scope, objectives, approach, and the roles/responsibilities for the Project utilizing the capabilities that are inherent in the software rather than application modification or extensive workarounds. It also defines the activities and tasks that will be performed and identifies the key deliverables and milestones. This exhibit therefore forms the baseline for the Project.

A. Definitions

Term	What It Means
Activity Type	Entity made up of all the parameters tied to any time-consuming task such as, installation, trouble call, lunch, or team meeting that a resource performs.
CCTV	Closed-circuit television
CMA	Configuration Migration Application
Configure or Configuration	The setup of the applications by entering specific values which drive business processes using the standard functionality provided within the WACS and OFS applications without extension.
Configuration Matrix	Workbook template issued by Oracle and utilized by the customer to gather initial configuration elements.
Cutover Checklist	List of tasks required for environment migration.
Confirm	Oracle does not use this term to imply a guarantee or warranty. Oracle will comply with obligations that are codified in contracts with our clients.

Term	What It Means
Develop or development	Oracle is, in part, a software development company. When we use the word “develop” or its derivatives outside of the context of how Oracle has built our standard suite of products, “develop” or its derivatives intend to mean that Oracle will comply with obligations that are codified in contracts with our clients.
EBS	Oracle EBS application
Enable Phase	<p>The objective of the Enable phase of TCM is to transition your cloud application into a Production (Live) state, with the assistance in place to enable your business to operate when adopting Oracle Modern Best Practice processes.</p> <p>The Enable phase will address final data conversion, configuration and developments as applied into your production cloud environment and that your system administrator(s) are ready to maintain the application on an ongoing, business as usual, basis.</p>
Focus Phase	The Focus Phase of TCM is where the project team is brought together for an official project kick-off meeting where all aspects of project scope, process, team structure, project governance, delivery approach, standards and guiding principles are discussed and agreed upon.
Forms	Forms are screens that can be configured using data elements.
Go-live	Point at when the WACS and OFS configurations are migrated from the test environment to the production environment and made available to the production users.
Inventory Type	Entity made up of all the parameters tied to a piece of equipment.
Jointly	Means that Oracle and you will complete the deliverable or tasks together and have equal responsibility.
Message Scenarios	A message scenario is a set of rules that specify how to process a message to an external application, or to customers when a launch condition occurs.
OUAF	Oracle Utilities Application Framework
OUAV	Oracle Utilities Analytics and Visualization
OUTA	Oracle Utilities Testing Automation
Out of the box	This phrase is not meant to imply that a product will meet a customer's business needs (or expectations) without any special configuration or customization. Instead, these are used to reflect the product's standard functionality. “Standard functionality” for an application is defined as the functionality described in applicable documentation for the application as provided by Oracle.

Term	What It Means
Participate	The identified party will have an assistance role in completion of the deliverable or tasks, and have secondary responsibility.
PDF	Portable document format
Process playback	Demonstrations by which Oracle and you will present the configuration changes made to your WACS and OFS applications.
Project team	Team composed of your resources and Oracle resources working together in the Project
Properties	Each entity (for example, activity, resource, inventory, and users) contains a set of associated attributes. For example, resource records may contain attributes such as name and contact information as well as physical attributes such as gender or a photograph. These attributes within Oracle Field Service are combinations of fields or custom properties.
Pre-release testing (PRT)	The process in which testers validate an isolated extension, non-standard interface, or custom report component in your environment prior to System Testing.
Refine Phase	<p>The Refine Phase of TCM is split into Choose, Visualize, and Confirm:</p> <p><u>Choose</u>: Bring together all of the components required to enable visualization of the Oracle Cloud application for your business.</p> <p><u>Visualize</u>: See and assess how the Cloud application, configured to be based on Oracle Modern Best Practice processes, alongside any potential technical developments, will operate within the business.</p> <p><u>Confirm</u>: Confirm that the configurations and technical developments applied to their Oracle Cloud environment have been completed in line with choices made in the Choose Phase.</p>
Regression testing	Process in which testers validate existing functionality is not negatively impacted by the introduction of new or modified applications, other application(s) components, or a data or configuration move from one (1) environment to the other.
Resource Types	<p>Resource type helps you identify these differences:</p> <ul style="list-style-type: none"> • Account for cost differences between full time employees and contractors. • Identify the resources that you want to track using geolocation. • Manage quota and capacity for resources. • Distinguish between team holder and team member. • Share a resource’s inventory and work skills in a team.
Shifts	Standard patterns of working time that determine when a resource is available for work.

Term	What It Means
System Integration Testing (SIT)	System integration testing: The process in which testers validate how the WACS and OFS applications maintain data integrity and operate in coordination with other applications in the same environment utilizing contrived or converted data. The validation process reviews how all subcomponents are integrated as compared with the expected results.
Solution Design Document	A document that describes the design and configuration of the OFS application.
Solution Set	<p>A grouping of software functions by functional area. The Solution Sets are:</p> <ol style="list-style-type: none"> 1. Asset management (“ASMT”); 2. Work order management (“WMNT”); 3. Resources (“RESC”); 4. Preventative maintenance (“PRMT”); 5. Financial management (“FNMT”); 6. Inventory (“INMT”); and 7. Purchasing (“PUMT”); and 8. Condition assessment (“CAMT”).
Standard functionality	Base features and usability of the applications without extension, enhancement or modification.
System	When Oracle uses the word “system,” we mean it to be a “platform” or “environment.” The use of the word "system" does not extend to Oracle any responsibilities to third-party components, systems, and/or products that you are responsible for when Oracle is only delivering our Cloud services. Oracle will comply with obligations that are codified in contracts with our clients.
System testing	The process in which testers validate how the application modules work and how the WACS and OFS applications as a whole (excluding interfaces to other systems) performs in the test environment.
TCM	Oracle True Cloud Methodology
User Acceptance Testing (UAT)	The process in which testers validate how the application modules work and how the WACS and OFS applications as a whole (excluding interfaces to other systems) performs in the test environment.
User Types	User types are used to manage permissions and restrictions for all users.
VPN	Virtual private network
WAM	Oracle Utilities Work and Asset Management
Work Schedules	Made up of a combination of shifts (working time) and non-working times.

Term	What It Means
Work Skills	The job-specific skills necessary to perform an activity.
Work Zones	The defined geographical area within which a resource can perform activities.

B. Project Management

1. Oracle Services

- a. Meet with your project manager to perform a walkthrough of the executed contract in order to review scope, assumptions and obligations for the Project.
- b. Create the Project Management Plan (“PMP”), the first version of which is referred to as the “Initial PMP”, which defines the approach for the Project as follows:
 1. Scope management;
 2. Financial management;
 3. Work management;
 4. Risk management;
 5. Issue and problem management;
 6. Staff management;
 7. Communication management;
 8. Quality management;
 9. Configuration management; and
 10. Infrastructure management.
- c. Maintain the PMP for the Project.
- d. Create an Oracle Project Plan, the first version of which is referred to as the “Initial Oracle Project Plan”, which defines the Oracle activities, milestones, and dependencies for all phases of the Project.
- e. Maintain the Oracle Project Plan.
- f. Manage the Oracle services project scope and Oracle resources.
- g. Integrated project planning:
 1. Participate in the creation of the initial integrated project plan (hereinafter "Initial Integrated Project Plan" or “Initial IPP” which means a project plan including your high-level activities and Oracle’s high-level activities, milestones and dependencies for the overall Project.
 2. Participate in the maintenance of the integrated project plan (hereafter “Integrated Project Plan” or “IPP”).
- h. Jointly identify, manage, and escalate issues and risks for the Project in accordance with the governance procedures and communication protocols defined in the PMP.
- i. Jointly address scope changes utilizing the change control process in section B.5 of the ordering document by both project managers.
- j. Provide input to the establishment of workstream and project status reporting templates.
- k. Provide input to the establishment of metrics to be used by the project management office (“PMO”) of the Project to monitor the performance of the Project.
- l. Provide input to the establishment of a repository for the Project (both code and documentation).
- m. Provide input to, and participate in, monthly steering committee meetings with you for the Project.
- n. Provide a weekly status report to your project manager in the Oracle template comprised of the following:

1. Oracle task status by implementation phase;
 2. Oracle deliverables and milestones as outlined in this proposal
 3. Oracle project issues and project risks;
 4. Business decisions required by you;
 5. Actual person-hours worked; and
 6. Staff plan which outlines the vacations, holidays, and available work dates for Oracle employees assigned to the Project.
- o. Participate in a weekly status meeting to review Project status, issues, and risks.
 - p. Participate in a project kick-off meeting which will comprise of the following:
 1. Team introduction;
 2. Project goals;
 3. Project activities and timelines;
 4. Roles and responsibilities; and
 5. Current risks and issues.
 - q. Manage the creation, delivery, and acceptance process related to the Oracle deliverables planned for each phase of the Project.
 - r. Participate in your lessons learned sessions.
 - s. Create a "Project Closure Report" that summarizes the project scope and deliverables status, identifies future requirements, and summarizes any outstanding issues.

2. Oracle Deliverables

No.	Deliverable Name	Deliverable Description	Related Services
1	Initial PMP	As described in Section 1. B.1.b	WACS, OFS
2	Initial Oracle Project Plan	As described in Section 1. B.1.d	WACS, OFS
3	Project Closure Report	As described in Section 1. B.1.s	WACS, OFS

3. Customer Obligations

- a. Adhere to the scope, objectives, and approach for the Project.
- b. Participate in the walk through of the executed contract.
- c. Participate in the creation of the PMP for the Project.
- d. Review and finalize the Initial PMP.
- e. Participate in the maintenance of the PMP for the Project.
- f. Review and finalize the Initial Oracle Project Plan.
- g. Integrated Project Planning:
 1. Creation of the Initial Integrated Project Plan inclusive of Oracle’s and your high-level activities, milestones, and dependencies for all phases of the Project, including activities, milestones and dependencies for any third-party or subcontractor services under your direction. The project plan will identify interdependencies and critical path.
 2. Maintenance of the Integrated Project Plan.
- h. Manage your resources and obligations in accordance with the PMP.
- i. Provide resources for the Project with the necessary knowledge and decision-making authority to contribute to the project and that your team members are available as needed to adhere to the project schedule for the duration of the Project.

- j. Jointly identify, manage, and escalate issues and risks for the Project in accordance with the governance procedures and communication protocols defined in the PMP.
- k. Jointly address scope changes utilizing the change control process in the ordering document section B.5 of the ordering document by both project managers.
- l. Establish workstream and project status reporting templates.
- m. Establish metrics to be used by the PMO of the Project to monitor the performance of the Project.
- n. Establish a repository for the Project (both custom code and documentation).
- o. Establish and lead monthly steering committee meetings for the Project, for which Oracle shall be a participant. Responsible for the presentation materials during the executive steering committee meetings.
- p. Lead the overall PMO in accordance with the PMP.
- q. Provide the overall Project status reporting to your management team.
- r. Lead a weekly status meeting to review Project status, issues, and risks.
- s. Lead a project kick-off meeting and responsible for the presentation materials during the kick-off meeting.
- t. Lead a lesson learned session prior to Project closure or at the conclusion of other milestones as mutually agreed.
- u. Review and finalize the Project Closure Report.
- v. Formally close the Project, which includes a discussion of lessons learned, a review of open issues and resolution plans, payment for any remaining invoices, resource roll-off, and administrative closure of the Project

C. Focus phase

1. WACS Services

a. Training:

- 1. Conduct, for up to five (5) consecutive business days, a WACS fundamentals training for up to twenty (20) of your participants. WACS fundamentals training aims to provide your team with an overview of the functionality that will be deployed during the Project.
- 2. Provide “WACS Fundamentals Training Materials” in a portable document format (“PDF”), including instructional presentations and student exercises.

b. Familiarization Workshops

- 1. Create the WACS familiarization workshops schedule, arranged by Solution Set, along with the mutually agreed target dates for when the workshops will take place.
- 2. Lead, for up to six (6) consecutive weeks, WACS familiarization workshops arranged by Solution Set, which will address your business processes requirements against WACS. Each workshop will include up to twenty (20) of your participants.

c. Foundation Design.

- 1. Provide you with the foundation design documents which contain an overview of the WACS base functionality for the Solution Sets, as well as the decisions made during the familiarization workshops. The first version of the foundation design documents will be referred to as the initial foundation design documents:
 - a. “Initial Asset Management (ASMT) Foundation Design”;
 - b. “Initial Work Order Management (WMNT) Foundation Design”;
 - c. “Initial Resource (RESC) Foundation Design”;

- d. “Initial Preventive Maintenance (PRMT) Foundation Design”;
 - e. “Initial Financial Management (FNMT) Foundation Design”;
 - f. “Initial Inventory Management (INMT) Foundation Design”;
 - g. “Initial Purchasing Management (PUMT) Foundation Design”; and
 - h. “Initial Condition Assessment Management (CAMT) Foundation Design.
- d. Data Migration.
1. Provide you with a “WACS Data Management Strategy” template for you to complete, which describes the mutually agreed data migration approach to the WACS application.
 2. Validate your legacy WAM data to identify any issues related to the operation of WACS.
 3. Perform an initial WAM data load using the existing data migration scripts for the familiarization workshops.
 4. Provide a “WACS Data Migration Report”, which documents the results of the validation, the potential data issues with your WAM data processed during the initial load, and the suggestions on how you can address them. The WACS Data Migration Report will be updated for each migration run performed by Oracle and will contain any additional issues identified during the initial migration.
- e. Interfaces.
1. Convert the WAM interfaces to WACS, listed in Appendix A-Interfaces of this exhibit, utilizing the existing file formats and web service specifications.
 2. Provide the “Interfaces Foundation Designs” document which describe the requirements for each of the interfaces listed in Appendix A-Interfaces of this exhibit.
- f. Reports
1. Configure the WACS application to allow the OUAV application to access the base reporting objects.
 2. Conduct, for up to five (5) consecutive business days, OUAV training for up to eight (8) of your participants, focusing on the use of the base OUAV application, overview of localized data stars, enhanced data stars, and OUAV projects and canvasses.
 3. Participate with you in the prioritization of the reports listed in Appendix B-Reports.
 4. Configure the reports listed in Appendix B-Reports of this document using baseline processing within OUAV.
- g. Technical
1. Participate with you in granting user access to the WACS application.
 2. Participate with you in adding users and internet protocol (IP) addresses to whitelist.
 3. Configure and maintain the WACS object storage areas.
 4. Participate with you in the creation of an infrastructure management plan (IMP).
 5. Provide a liaison between the Project Team and the Oracle Software As A Service (SaaS) team for the maintenance of the WACS object storage areas.
- h. Configuration
1. Configure WACS with your specific values outlined in the initial foundation design documents.
2. OFS Services:
- a. Familiarization Workshops
 1. Issue the “OFS Configuration Matrix” that contains the OFS application configurations to be completed by Oracle and you.

2. Lead two (2) OFS familiarization workshops for up to a total of two (2) business days arranged by the functional areas below which may be utilized to address your business processes requirements. Each workshop will include up to twenty (20) of your participants.
 - a. User Types
 - b. Organization layout
 - c. Login Policy
 - d. Applications
 - e. Outbound Integration Channels
 - f. Resource Types
 - g. Activity Types
 - h. Properties
 - i. Inventory Types
 - j. Work Schedules and Shifts
 - k. Work Zones
 - l. Time Slots and SLAs
 - m. Work Skills
 - n. Customer Communications
 - o. Collaboration
 - p. Forms
 - q. Data Extract
 - r. Dashboard Reports
 - s. Routing
 3. Lead two (2) sessions to complete the Configuration Matrix, with your assistance, for up to a total of two (2) business days to be used for documentation and initial environment buildout.
 4. Review current back-office and dispatch operations as well as technician activities.
- b. Requirements:
1. Conduct remote requirements gathering workshops for up to a total of ten (10) business days to determine your business requirements with up to twenty (20) of your participants.
 2. Provide the "OFS Requirements Document" which documents the use cases.
 3. Your business requirements will be addressed by the standard OFS component configurations which Oracle will configure listed in the table below.

OFS Configuration Components	Maximum
Login Policy	Up to three (3)
User Types	Up to seven (7)
Activity Types	Up to twenty-five (25) (Customer: thirteen (13)/ Internal: twelve (12))
Custom Properties	Up to two hundred (200)
Inventory Type	Up to five (5)
Work Zones	Up to twenty (20)
Time Slots	Up to fifteen (15)
Work Skills	Up to fifteen (15)
Notification Message Scenarios	Up to fifteen (15)

OFS Configuration Components	Maximum
Forms	Up to three (3) each up to fifteen (15) hours of effort
Applications	Up to three (3)
Daily Extracts	Up to six (6) files and up to total two hundred (200) cumulative properties
Routing	Up to six (6) routing plans (including up to three (3) weeks of routing trials)
Dashboard Reports	Standard out of the box reports only

c. Design and Build

1. Create “OFS Solution Design Document” that contains the OFS configurations agreed upon from the familiarization workshops.
2. Using both the OFS Configuration Matrix and the OFS Requirements Document, Oracle will configure the standard features and functionalities in the OFS test environment.

3. Oracle WACS and OFS Deliverables

No.	Deliverable Name	Deliverable Description	Related Services
4	WACS Fundamentals Training Materials	As described in Section 1.C.1.a.2	WACS
5	Initial ASMT Foundation Design	As described in Section 1.C.1.c.1.a	WACS
6	Initial WMNT Foundation Design	As described in Section 1.C.1.c.1.b	WACS
7	Initial RESC Foundation Design	As described in Section 1.C.1.c.1.c	WACS
8	Initial PRMT Foundation Design	As described in Section 1.C.1.c.1.d	WACS
9	Initial FNMT Foundation Design	As described in Section 1.C.1.c.1.e	WACS
10	Initial INMT Foundation Design	As described in Section 1.C.1.c.1.f	WACS
11	Initial PUMT Foundation Design	As described in Section 1.C.1.c.1.g	WACS
12	Initial CAMT Foundation Design	As described in Section 1.C.1.c.1.h	WACS
13	WACS Data Management Strategy	As described in Section 1.C.1.d.1	WACS
14	WACS Data Migration Report	As described in Section 1.C.1.d.4	WACS
15	Interfaces Foundation Designs	As described in Section 1.C.1.e.2	WACS
16	OFS Configuration Matrix	As described in Section 1.C.2.a.1	OFS
17	OFS Requirements Document	As described in Section 1.C.2.b.2	OFS
18	OFS Solution Design Document	As described in Section 1.C.2.c.1	OFS

4. Customer Obligations

- a. Schedule training facilities with desktop or laptop for each of your resources and for the Oracle instructor, as per the mutually agreed target dates. A projector is also required.
- b. Participate in the WACS fundamentals training for up to twenty (20) of your participants.
- c. Schedule the necessary facilities for up to twenty (20) of your participants for the familiarization workshops.
- d. Participate in the WACS familiarization workshops led by Oracle.
- e. Participate in the OFS familiarization workshops led by Oracle.
- f. Assess and document impacts to your business processes of implementing WACS.

- g. Review and provide input to the foundation design documents created by Oracle.
- h. Review and provide input to the OFS Solution Design Document created by Oracle.
- i. Data migration:
 1. Provide a complete extract of your WAM database.
 2. Participate in data mapping for your WAM application.
 3. Complete the “WACS Data Management Strategy” template provided by Oracle.
 4. Validate the base WACS data templates that are to be used for data migration of the WAM application.
 5. Perform legacy WAM data cleansing activities.
 6. Perform any data creation activities that are identified during and subsequent to data analysis activities.
 7. Resolve any data issues documented by Oracle in the “WACS Data Migration Report”.
- j. Interfaces:
 1. Identify the interfaces to WACS.
 2. Participate in interfaces workshops.
 3. Review Interfaces Foundation Designs.
- k. Participate in OUAV training.
- l. Prioritize the list of your required reports listed in Appendix B-Reports.
- m. Participate in the configuration of the baseline OUAV reports listed in Appendix B-Reports.
- n. Grant users access to the WACS and OFS applications.
- o. Add users and IP addresses to the whitelist.
- p. Participate in the configuration and maintenance of WACS object storage areas.
- q. Participate in the completion of the OFS Configuration Matrix.
- r. Create the IMP, which is a document that consists of the following areas:
 1. Architecture and application mapping strategy;
 2. Custom code management strategy;
 3. Software configuration management;
 4. Backup and recovery strategy;
 5. Data archival strategy;
 6. Single sign-on / Security approach;
 7. Data sub-setting approach;
 8. Environment management strategy; and
 9. Capacity management plan including connectivity between your data center and the WACS application;
 10. Disaster recovery.
- s. Participate as liaison between your project team and Oracle SaaS team for the maintenance of the WACS object storage areas.
- t. Create an organizational change management strategy for the Services and assign resources to execute the strategy.
- u. Create a post-production plan for your operations, which shall include the following information:
 1. Control center logistics and management;
 2. Floorwalker plans;
 3. Issue triage and dispatch procedures;
 4. Issue remediation procedures;

5. Issue remediation deployment procedures; and
 6. Communication and reporting procedures.
- v. Provide measurable field work related performance indicators.

D. Refine Phase

1. WACS Services

a. Process Playback.

1. Lead, for up to eight (8) consecutive weeks, process playback workshops for up to twenty (20) of your participants to demonstrate and validate your business processes and configuration based on the initial foundation design documents agreed to during the familiarization workshops, utilizing the same demonstration scripts presented in the familiarization workshops.
2. Provide the following foundation design documents that document configuration changes and a summary of process playback feedback:
 - a. "ASMT Foundation Design";
 - b. "WMNT Foundation Design";
 - c. "RESC Foundation Design";
 - d. "PRMT Foundation Design";
 - e. "FNMT Foundation Design";
 - f. "INMT Foundation Design";
 - g. "PUMT Foundation Design"; and
 - h. "CAMT Foundation Design".
3. Update the WACS configuration workbook as documented in the foundation design documents.

b. Data migration.

1. Conduct, for up to two (2) consecutive weeks, data migration workshops for up to twenty (20) of your participants for your WAM data, to review your data requirements and to review issues discovered during the initial data migration run, and review any data migration topics discovered during process playback workshops as documented in the foundation design documents.
2. Update the existing WACS data migration scripts based on the data migration design requirements documented in the WACS Data Management Strategy
3. Perform the first of two (2) mock data migrations to the appropriate WACS non-production environment.

c. Interfaces.

1. Conduct, for up to three (3) consecutive weeks, interfaces workshops for up to twenty (20) of your participants to discuss requirements and technical design for the interfaces listed in Appendix A- Interfaces of this exhibit.
2. Perform data mapping for the interface flows, with assistance from your respective application leads.
3. Create the "Interfaces Functional Specification" document, which describes the functional requirements for the interfaces.
4. Create "Interfaces Technical Designs" document, which describes the technical approach to the interfaces.
5. Configure the WACS application for the interfaces.
6. Provide the "Interfaces Deployment Package" document, which constitutes code, configuration and deployment procedures for all the interfaces.

7. Validate the Interfaces Deployment Package and deploy the WACS configuration in your non-production environment.
 8. Perform PRT of the interfaces.
 9. Address any interface issues.
 - d. Technical.
 1. Maintain the WACS object storage areas.
 2. Provide a liaison between you and Oracle SaaS team for maintenance of the WACS object storage areas and batch processing up to the end of the first iteration of Process Playback.
 3. Provide informal side-by-side training to your designated technical resource on the technical architecture.
 4. Jointly assess the impact of the release notes of the WACS SaaS updates.
 - e. Batch processing.
 1. Create the “WACS Batch Schedule Design” which documents the design and jobs of your WACS batch schedule.
 2. Perform the initial configuration of the WACS batch schedule as documented in the WACS Batch Schedule Design document.
 3. Create and publish the “WACS Batch Run Book” describing the operational procedures undertaken on a daily, weekly, and monthly basis to monitor the batch processes and recover from common incidents related to the WACS batch schedule and jobs.
 4. Execute an initial run of the WACS batch schedule based on the WACS Batch Run Book.
 - f. System Testing, SIT and UAT Testing.
 1. Participate with you in the creation of the testing strategy for the Project.
 2. Address defects or performance issues that result from the WACS configuration, interfaces, data migration, or reports provided by Oracle.
 3. Lead the following activities for WACS automated regression testing:
 - a. Create a “WACS Automated Regression Test Plan” which is a document that outlines the approach, objectives, activities, roles and responsibilities.
 - b. Configure the WACS initial automated regression testing scripts provided by Oracle.
 - c. After migrating data with a mutually agreed set, execute the set of WACS automated regression testing scripts in a non-production environment and provide a summary of the testing results
 - d. Participate in the execution of all System Testing, SIT and UAT testing and initial troubleshooting and triage of issues encountered during testing.
 - g. End-User Training.
 1. Lead the definition of end-user training strategy.
 2. Lead the preparation of end-user training materials.
 3. Provide “End-user Training Materials” in a in Microsoft PowerPoint format, including instructional presentations and student exercises.
2. OFS Services
- a. Oracle will conduct two (2) Process Playback workshops called “OFS Process Playback I” and “OFS Process Playback II” for up to a total of four (4) days to demonstrate the application for your primary use cases using the configured test environment
 - b. Based on OFS Process Playback workshop feedback make additional changes and update the OFS Solution Design Document if required
 - c. Update the “End-user Training Materials”.

3. Oracle WACS and OFS Deliverables

No.	Deliverable Name	Deliverable Description	Related Services
19	ASMT Foundation Design	As described in Section 1.D.1.a.2.a	WACS
20	WMNT Foundation Design	As described in Section 1.D.1.a.2.b	WACS
21	RESC Foundation Design	As described in Section 1.D.1.a.2.c	WACS
22	PRMT Foundation Design	As described in Section 1.D.1.a.2.d	WACS
23	FNMT Foundation Design	As described in Section 1.D.1.a.2.e	WACS
24	INMT Foundation Design	As described in Section 1.D.1.a.2.f	WACS
25	PUMT Foundation Design	As described in Section 1.D.1.a.2.g	WACS
26	CAMT Foundation Design	As described in Section 1.D.1.a.2.h	WACS
27	Interfaces Functional Specification	As described in Section 1.D.1.c.3	WACS
28	Interfaces Technical Designs	As described in Section 1.D.1.c.4	WACS
29	Interfaces Deployment Package	As described in Section 1.D.1.c.6	WACS
30	WACS Batch Schedule Design	As described in Section 1.D.1.e.1	WACS
31	WACS Batch Run Book	As described in Section 1.D.1.e.3	WACS
32	WACS Automated Regression Test Plan	As described in Section 1.D.1.f.3.a	WACS
33	End-user Training Materials	As described in Section 1.D.1.g.3	WACS, OFS
34	OFS Process Playback I	As described in Section 1.D.2.a	OFS
35	OFS Process Playback II	As described in Section 1.D.2.a	OFS

4. Customer Obligations

- a. Participate in the Process Playback workshops led by Oracle.
- b. Review the foundation design documents.
- c. Review the updated OFS Solution Design Document.
- d. Participate in updating the WACS configuration as documented in the foundation design documents.
- e. Configure user roles and security profiles for WACS.
- f. Maintain the configuration workbook and the application configurations in the WACS application after System Testing.
- g. Participate in data workshops for your WAM data to review your data requirements and to review issues discovered during the initial data load.
- h. Participate in the two (2) mock data migrations to the appropriate WACS non-production environment.
- i. Perform data mapping of your WAM data to the WACS application or to the migration tool templates.
- j. Load your WAM data into to the WACS data migration templates that are provided by Oracle.
- k. Validate the results of the data migrations into the WACS application.
- l. Perform WAM data clean up.
- m. Validate translation rules.
- n. Participate in the interface workshop.
- o. Participate in data mapping for the interface flows.

- p. Review the “Interfaces Functional Specification” document.
- q. Review the “Interfaces Technical Designs” document.
- r. Perform any necessary changes on your applications associated with the interfaces listed in Appendix A-Interfaces of this exhibit.
- s. Validate the interface outcomes in your applications.
- t. Participate as liaison between the Project Team and Oracle SaaS team for the maintenance of the WACS object storage areas.
- u. Participate in informal side-by-side training to your designated technical resources.
- v. Jointly assess the impact of the release notes of the WACS and OFS SaaS updates.
- w. Participate in the creation of the “WACS Batch Schedule Design” and “WACS Batch Run Book”.
- x. For any issues requiring updates to your data, perform changes to the WACS application via the user interface, or create and execute the batch scripts.
- y. Run, maintain, and troubleshoot the WACS batch schedule in accordance with the WACS Batch Run Book after initial run.
- z. Create the testing strategy for the Project.
- aa. Create test cases following Process Playback for any configuration or business process changes introduced by you.
- bb. Execute all System Testing, SIT and UAT testing scripts and perform initial troubleshooting and triage of all issues encountered during testing.
- cc. Supply necessary documentation for any defects.
- dd. Provide a weekly testing status report consisting of the number of scripts executed, the number of scripts remaining to be executed, and the number of test scripts not executed and/or not completed due to an identified issue. This report should also document the number of issues identified and corrected.
- ee. Procure, install, configure and manage any applicable software or manual tools to track or facilitate test cases.
- ff. Re-test issue resolutions provided by Oracle related to configurations, extensions, data migration, reports, and interfaces.
- gg. Participate in the setup of automated test cases for WACS business flows based on the configuration effort led by Oracle.
- hh. Maintain the WACS automated regression testing scripts downloaded with OUTA.
- ii. Perform regression testing based on the “WACS Automated Regression Test Plan”.
- jj. Create any automated test cases using OUTA following SIT for any configuration or business process changes introduced by you.
- kk. Participate in defining end-user training strategy.
- ll. Participate in the preparation of end-user training materials.
- mm. Provide all training infrastructure and facilities.
- nn. Participate in the preparation of any additional job aids or training materials.
- oo. Execute your organization change management strategy.
Document issues in your issue management tool for issues associated with configurations, data migration, reports, and interfaces.

E. Enable Phase

1. WACS Services

- a. Testing.

1. Address defects or performance issues that result from WACS configuration, interfaces, data migration or reports delivered by Oracle.
2. Provide one (1) resource, for up to eighty (80) hours, to assist you with the execution of the set of WACS automated regression testing scripts in a non-production environment.
- b. Data Migration
 1. Perform the final data migration of your WAM data into the WACS production environment.
- c. Readiness and cutover.
 1. Participate in up to two (2) dress rehearsal exercises planned and led by you.
 2. Lead and conduct up to two (2) production readiness assessments.
 3. Create the “Readiness Assessment Report 1” and “Readiness Assessment Report 2” each of which will document the findings of the readiness assessments that are performed, providing pass/fail detailed results by business and technical area concerning the readiness to proceed with go-live.
 4. Respond to recommended actions outlined in both Readiness Assessment Report 1 and Readiness Assessment Report 2.
 5. Participate in your “go or no-go” meeting, led by you, in which you make the final determination that you are ready to commence cutover.
- d. End-user Training.
 1. Provide a train-the-trainer session, for up to eight (8) participants, to prepare them to assist with end-user training.
 2. Lead remote end-user training for up to five hundred (500) WACS end-users.
 3. Prepare an “End-user Training Completion Certificate” that confirms the end user training completion certificate report at the end of the end-user training schedule.
- e. Technical.
 1. Provide one (1) person, for up to forty (40) hours, as a liaison between your project team and Oracle SaaS team for maintenance of the WACS object storage and batch processing.
 2. Provide assistance to you, for up to two hundred (200) hours, with the following technical tasks:
 - a. Data migration activities and script execution
 - b. CMA requests.
 - c. Batch processing including the WACS Batch Run Book.
 - d. Cutover activities.
- f. Batch Processing.
 1. Monitor your batch run logs and address batch run issues.
 2. Perform analysis and troubleshooting for batches to address Oracle batch processing issues reported by you.

2. OFS Services

- a. Validation Services
 1. Provide the “OFS SIT Assistance Complete” document that confirms the testing and troubleshooting assistance for up to a total of twenty (20) business days during your SIT of the OFS test environment in preparation for pre-production environment migration.
 2. Provide you with documentation describing the process to migrate the configured OFS application from the test environment to the pre-production environment.
 3. Participate in the migration of the OFS application from the test environment to the pre-production environment for up to a total of five (5) business days.

4. Provide the “OFS UAT Assistance Complete” document that confirms issue triage, troubleshooting and issue resolution assistance for up to a total of ten (10) business days during your UAT of the OFS pre-production environment in preparation for production readiness.
 5. Participate in your “go or no-go” meeting, led by you, in which you make the final determination that you are ready for production migration.
 6. Prepare “OFS Cutover Checklist” that contains the activities required for go-live.
- b. End-user Training
1. Prepare for and deliver up to a total of five (5) business days of remote train-the-trainer sessions for up to six (6) of your trainers.
 2. Prepare for and deliver up to a total of two (2) business days of remote OFS configuration and system administration training for up to four (4) of your participants.
 3. Provide the standard OFS user guides and other materials used in the sessions to you in English language.
 4. Lead remote end-user training for up to fifteen hundred (1,500) of your OFS end-users.
- c. Production Services
1. Participate with you in the migration of the configured OFS application from pre-production environment to the production environment for a total of up to five (5) business days.
 2. Participate with you in performing the documented “OFS Cutover Checklist” activities for a total of up to five (5) business days.
- d. Routing trials
1. Configure routing plans based on documented requirements from the OFS Requirements Document.
 2. Participate with you in routing result validations for up to a total of ten (10) business days.

3. Oracle WACS and OFS Deliverables

No.	Deliverable Name	Deliverable Description	Related Services
36	Readiness Assessment Report 1	As described in Section 1.E.1.c.3	WACS
37	Readiness Assessment Report 2	As described in Section 1.E.1.c.3	WACS
38	End-user Training Completion Certificate	As described in Section 1.E.1.d.3	WACS, OFS
39	OFS SIT Assistance Complete	As described in Section 1.E.2.a.1	OFS
40	OFS UAT Assistance Complete	As described in Section 1.E.2.a.4	OFS
41	OFS Cutover Checklist	As described in Section 1.E.2.a.6	OFS

4. Customer Obligations

- a. Execute the WACS automated regression testing scripts in a non-production environment.
- b. Verify the final data migration of your WAM data into the WACS production environment.
- c. Lead readiness and cutover strategy, planning and execution.
- d. Plan and lead up to two (2) dress rehearsal exercises that mimic the go-live tasks.
- e. Participate in up to two (2) production readiness assessments led by Oracle.
- f. Validate the data loaded into the WACS application in your production environment.

- g. Conduct a “go or no-go” meeting in which you make the final determination that you are ready to commence cutover.
- h. Incorporate lessons learned from the “Readiness Assessment Report 1” and “Readiness Assessment Report 2”.
- i. Participate in train-the-trainer and end-user training planning and execution for WACS and OFS.
- j. Review the end-user training material and make suggestions.
- k. Participate in creating and updating end-user training material based on Oracle’s review and feedback.
- l. Participate as liaison between the Project Team and Oracle SaaS team for the maintenance of the WACS object storage areas.
- m. Lead the data migration activities and script execution.
- n. Run the CMA requests.
- o. Execute the batch processing using the WACS Batch Run Book.
- p. Lead the cutover tasks and activities.
- q. Schedule, apply, and regression test the WACS and OFS SaaS updates.
- r. Apply the WACS application patches and patch set updates provided by Oracle to your WACS environments.
- s. Participate in validating and troubleshooting the Oracle batch processing issues after go-live.
- t. Execute, monitor, validate, and troubleshoot your batch runs after go-live.
- u. Review the “End-user Training Completion Certificate”.
- v. Execute your organization change management strategy.
- w. Provide sample field activities data for OFS routing trials.
- x. For testing and validation, provide Oracle with the same mobile devices that your resources will be using in the field.

F. Live-Operate Phase.

1. WACS Services

- a. Address defects and performance issues that result from WACS configuration, interfaces, data migration or reports provided by Oracle.
- b. Provide, for up to two hundred and thirty-two (232) hours, assistance for post-production activities led by you.

2. OFS Services

- a. Provide assistance for post-production activities led by you for up to a total of ten (10) business days.

3. Customer Obligations

- a. Create and execute a post-cutover plan, which shall include the following information:
 - 1. Control center logistics and management;
 - 2. Floorwalker plans;
 - 3. Issue triage and dispatch procedures;
 - 4. Issue remediation procedures;
 - 5. Issue remediation deployment procedures; and
 - 6. Communication and reporting procedures.

- b. Communicate to Oracle defects and performance issues that result from configurations, data migration or reports delivered by Oracle.
- c. Validate the corrections of the configurations, data migration or reports made by Oracle.
- d. Perform corrections of the configurations, data migration or reports created by you, which do not conform to the associated functional designs.

2. Your Obligations and Project Assumptions. You acknowledge that your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from your failure to cooperate as required herein. You acknowledge that if Oracle's cost of providing Services is increased because of your failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance caused by you that is outside of Oracle's control, Oracle shall notify you in writing of such failure. Such written notice shall specify the facts establishing such failure, the manner in which Oracle believes Oracle's performance is being or shall be affected thereby, and provide an estimate of any increased cost to Oracle. If you have not cured any such failure within seven (7) business days of such notice Oracle may prepare for your review and approval in accordance with Section B.5 of the ordering document, a Change Order for a modification of the time for performance and/or the fees payable upon completion of the Project. Any such Change Order for a modification in the fees shall, unless otherwise agreed, be for a fixed increase in the agreed fixed price, based on the applicable rates and discounts provided in the agreement. If you do not review, approve and agree in writing to the Change Order within seven (7) business days after your receipt thereof, Oracle may terminate its performance of the services and Oracle may invoice you, and you shall pay, for: (a) any previously unbilled services performed by Oracle through the date of termination (including any deliverables that have been commenced, or completed but have not been accepted); and (b) expenses incurred in accordance with this Exhibit related to the unbilled services performed through the date of termination..

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

A. Your Obligations.

1. You will obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
5. If Services are performed remotely, provide Oracle resources with remote access to your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g.,

by acquiring any equipment and performing labor) to ensure all components of your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.

6. To the extent As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site. Notwithstanding the foregoing, it is the intent of both you and Oracle that services performed under this ordering document shall be performed remotely and not at your site.
7. Provide decisions and approvals related to the Project in a timeframe required to maintain the targeted Project schedule.

B. Project Assumptions.

1. Unless an extension is agreed to in writing by you and Oracle in accordance with the change control process in section B.5. of the ordering document, the Services will be completed in thirteen (13) consecutive months, including post-production assistance.
2. You and Oracle acknowledge and agree that the performance of Services does not require or involve the processing of personal data.
3. The WACS application will be loaded with legacy WAM v1 data as-is, within the WACS baseline data model with the required data transformations excluding new requirements or extensions.
4. Mapping decisions and data quality issues will be made promptly so as not to affect data migration tasks. There will be no data cleansing performed by Oracle on the project.
5. Implementation scope does not include any process modifications beyond what is provided in the base WACS functionality.
6. Interfaces technology will be at a similar level of as currently in use and will leverage existing legacy file formats for the interfaces in scope.
7. Application configuration data will be migrated between environments using the CMA tool that is included with OUAF.
8. Oracle's resources will provide their Oracle issued laptop computers for their use on the Project.
9. Project documents will be housed electronically in your document repository with accessibility by your project resources, the Oracle project resources, and others, as appropriate.
10. Anything not expressly listed in this exhibit is out of scope and not included or priced in the services to be performed by Oracle. Oracle can provide additional services as requested by you subject to defined project change control processes in section B.5 of the ordering document.

3. Acceptance of Deliverables. Upon completion of any deliverable set forth in this exhibit, Oracle shall provide a copy thereof to you. At such time, if you request, Oracle will demonstrate to you that the deliverable conforms to the description specified for such deliverable in this exhibit. You will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Oracle's project management plan. If the deliverable does not conform with the

description for such deliverable specified in this exhibit and/or any such test scripts, you shall have seven (7) business days after Oracle’s submission of the deliverable (“acceptance period”) to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for your review and testing as set forth above. Upon accepting any deliverable submitted by Oracle, you shall provide Oracle with written acceptance of such deliverable. If you fail to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

4. Fees, Expenses, and Taxes.

A. Fees and Expenses. You agree to pay Oracle the fee specified below for the Services and deliverables described in this exhibit. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the corresponding fee for such deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and you shall pay, such deliverable fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date.

Deliverable Number(s)	Deliverable Name(s)	Related Services	Estimated Delivery Month	Deliverable Fee
1	Initial PMP	WACS, OFS	1	\$110,000.00
2	Initial Oracle Project Plan	WACS, OFS	1	\$160,000.00
4	WACS Fundamentals Training Materials	WACS	2	\$130,000.00
13	WACS Data Management Strategy	WACS	3	\$120,000.00
16	OFS Configuration Matrix	OFS	3	\$125,702.00
17	OFS Solution Design Document			
18	OFS Requirements Document			
5	Initial ASMT Foundation Design	WACS	4	\$45,000.00
6	Initial WMNT Foundation Design	WACS	4	\$45,000.00
7	Initial RESC Foundation Design	WACS	4	\$45,000.00
8	Initial PRMT Foundation Design	WACS	4	\$45,000.00
9	Initial FNMT Foundation Design	WACS	4	\$45,000.00
10	Initial INMT Foundation Design	WACS	4	\$45,000.00
11	Initial PUMT Foundation Design	WACS	4	\$45,000.00
12	Initial CAMT Foundation Design	WACS	4	\$45,000.00
15	Interfaces Foundation Designs	WACS	5	\$210,000.00
14	WACS Data Migration Report	WACS	5	\$125,000.00
30	WACS Batch Schedule Design	WACS	6	\$165,000.00
34	OFS Process Playback I	OFS	6	\$175,983.50
35	OFS Process Playback II			
27	Interface Functional Specification	WACS	7	\$195,000.00
19	ASMT Foundation Design	WACS	8	\$40,000.00
20	WMNT Foundation Design	WACS	8	\$40,000.00

Deliverable Number(s)	Deliverable Name(s)	Related Services	Estimated Delivery Month	Deliverable Fee
21	RESC Foundation Design	WACS	8	\$40,000.00
22	PRMT Foundation Design	WACS	8	\$40,000.00
23	FNMT Foundation Design	WACS	8	\$40,000.00
24	INMT Foundation Design	WACS	8	\$40,000.00
25	PUMT Foundation Design	WACS	8	\$40,000.00
26	CAMT Foundation Design	WACS	8	\$40,000.00
28	Interfaces Technical Designs	WACS	9	\$135,000.00
29	Interfaces Deployment Package	WACS	9	\$100,000.00
39	OFS SIT Assistance Complete	OFS	9	\$100,562.00
33	End-user Training Materials	WACS, OFS	10	\$140,000.00
31	WACS Batch Run Book	WACS	10	\$120,000.00
32	WACS Automated Regression Test Plan	WACS	11	\$90,000.00
38	End-user Training Completion Certificate	WACS, OFS	12	\$15,000.00
36	Readiness Assessment Report 1	WACS	12	\$70,000.00
37	Readiness Assessment Report 2	WACS	13	\$50,000.00
40, 41	OFS UAT Assistance Complete, OFS Cutover Checklist	OFS	13	\$100,562.50
3	Project Closure Report	WACS, OFS	13	\$120,000.00
	Total Fixed Fee			\$3,237,810.00

Expenses related to the providing of the Services and deliverables are specified in your order. Such expenses will be invoiced monthly as they are incurred.

5. Project Management. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
6. Interview Oracle Resources. At your request, Oracle shall provide you with the resumes of all Oracle resources to be assigned to perform onsite services under this exhibit. You shall have the right to conduct a phone interview of each resource, provided such interview occurs before the commencement of services by such resource. You shall have the right to reject assignment of any Oracle resource by providing Oracle a reasonable and lawful basis for such rejection in writing.

APPENDIX A - INTERFACES

The table below contains the interfaces included in the scope of the Project.

No	Interface	Description	Primary System	Secondary System
1	Catalog	Consolidated Warehouse Part Data	EBS	WAM
2	Material Request	Material requested on Work Orders (“WO”) sent to iProcurement	WAM	EBS
3	Material Request	Material release information added to Work Orders Quantities adjusted in warehouse	EBS	WAM
4	Human Resources	Add new employees & Inactivate terminated employees	EBS	WAM
5	Human Resources Wage Rate	Transfer employee wage rate data	EBS	WAM
6	Naviline	Work Requests are created from Active Service Orders (“SO”) in Naviline	Naviline	WAM
7	Naviline	Data from finished Orders transferred back to Naviline	WAM	Naviline
8	GeoWorx Sync	New and modified geographical information system (GIS) asset information is transferred	ESRI-GIS	WAM
9	Equipment	Updates modified equipment and resource information	EBS	WAM
10	Account	Oracle EBS Project Data updates PATEO Account Data	EBS	WAM
11	CCTV Inspection	Pipe CCTV inspections update Asset Inspection data	GRANITENET	WAM
12	OT Data	Update Runtime and Operational Tolerance from field inspections	Excel Spreadsheet	WAM
13	Vendor	EBS Accounts Receivable Customer Data is transferred by web service	EBS	WAM

APPENDIX B - REPORTS

The table below contains the reports included in the scope of the Project.

No	Category	Description
1	Assets including scheduled maintenance and work orders	<ul style="list-style-type: none"> • Maintenance and repair effort • Average work order time; • Work effort by asset class; • Work order costs by class and category; • Work order backlog / aging report with number of days since activated; • Detailed activities over a user-defined period of time for a specific asset or class of assets; • Asset listing by type, category, class; • Preventative maintenance route with stops; • Work order forecast; • Historic cost performance by asset using work order to track labor and material; • Work order history report returning all tasks for the work order history
2	Crew or Technician	<ul style="list-style-type: none"> • # of WOs over time; • # of hours spent on maintenance and WOs; • Turnaround time • Workweek or daily schedule for planning
3	Trend Analysis	<ul style="list-style-type: none"> • Ranking type of WOs; • Time to complete WOs; • # of hours spent on activity type; • Asset Uptime • Overtime utilization
4	Parts Inventory & Stock	<ul style="list-style-type: none"> • Items due for reorder based on min / max; • Available stock, quantity, and location; • Warranty expiration, description, specification vendor, manufacturer, and manufacturer part number; • Item description including vendor, unit of issue (UOI), average unit price (AUP), total value, subtotal by vendor, and warehouse / storeroom subtotal; • Pick list by work order, by date; • Stock with zero quantity;

		<ul style="list-style-type: none"> • Inventory / stock bin labels; • Physical inventory
5	Equipment & Vehicles	<ul style="list-style-type: none"> • Non-usage report; • Mileage reading; • Equipment list by location; • Hours of uptime / downtime; • Historical cost performance (i.e., miles per gallon, maintenance cost per mile); • Equipment maintenance history
6	Employee	<ul style="list-style-type: none"> • Reports such as name, crew, craft, supervisor, and other employee attributes
7	Financial	<ul style="list-style-type: none"> • Reports related to assets, labor, and services work expenditures
8	Customer	<ul style="list-style-type: none"> • Reports such as customer information and outstanding balance if any

Technical Evaluation 206-28 Computerized Maintenance Management System

Summary Work Statement

The City received 13 proposals for RFP No. 7635 Computerized Maintenance Management System (CMMS). The successful offeror will serve the Fire Rescue, Water Resources, Stormwater, Pavement, and Traffic Operations, and Parks and Recreation departments to include the software purchase, third-party licenses, development and implementation services, data migration, project management and documentation, training, warranty and maintenance services. The CMMS shall also accommodate potential implementation as a City-wide enterprise facilities management solution.

The proposals were received from:

1. Assetworks LLC
2. Data Transfer Solutions, LLC
3. Dude Solutions, Inc
4. EAM Solutions, LLC
5. EPIC Engineering and Consulting Group, LLC
6. Ernst and Young LLC
7. Infor Public Sector, Inc
8. Jones Edmunds and Associates, Inc.
9. MaintStar Inc
10. Oracle America, Inc
11. Planon Corporation
12. Process Solutions Assurance, LLC
13. Smart Energy Solutions LLC

Evaluation Committee

Evaluation of the proposals was conducted by a cross-functional team that included:

Scott Lewis, Senior Water Resources Manager, Water Resources Department
Tajuanda May, Computer Resources Manager, Water Resources Department
Christine West, eBusiness Solutions Manager, Department of Technology Services
Reginia Williams, Special Projects Manager, Sanitation Department
Lisa Glover, Systems Analyst, Police Department

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Completeness and thoroughness of the proposal. All required information must be provided in the format specified
- The Offeror's understanding of the City's purpose, scope and objectives, including the solution's functionality and suitability to meet the City's need and quality of the Offeror's approach
- The Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions.

- The low-cost Offeror may not necessarily be awarded the contract, however; one-time and recurring maintenance and support costs are an important evaluation criterion

Offerors' Profiles

Below is a profile of shortlisted offerors and a summary of the strengths and weaknesses of each.

Assetworks LLC was founded in 1979, is headquartered in Spokane, WA and incorporated in 2014. The firm has been in business for 41 years and employs 280 people.

Strengths include: Their less expensive product; solution that integrates with GIS and has an engaging interface.

Weaknesses include: Their lack of routing functionality; the solution cannot display all assets available on map; mobile app not fully developed; new application requires more training; majority references checked were non-responsive; only twelve staff members dedicated; and the true cost of project is uncertain.

The proposal meets the City's requirements.

Data Transfer Solutions, LLC was founded in 2006 and is headquartered in Orlando, FL. The firm has been in business for 15 years and employs 60 people.

Strengths include: Their easy-to-read proposal.

Weaknesses include: Their proposal that provided examples of what they offer but not specifics to the City's requirements; does not currently route documents for approval; and the proposal had exceptions to the agreement.

The proposal meets the City's requirements.

Dude Solutions, Inc. was founded in 1999 and is headquartered in Cary, NC. The firm has been in business for 22 years and employs 600 people.

Strengths include: Screens which are customizable; and the proposal offered a cloud-based solution.

Weaknesses include: Their incomplete proposal; train the trainer implementation; 90-day implementation plan; and the proposal did not address integration with other systems.

The proposal does not meet the City's requirements.

EAM Solutions, LLC was founded in 2002, is headquartered in Houston, TX, and was incorporated in 2009. The firm has been in business for 19 years and employs 11 people.

Strengths include: Their strong project methodology and analytics plan; proposal offered custom training guides; and one-year project plan.

Weaknesses include: Their lack of customization; project team not adequately staffed for size of project; and most of their implementation will be conducted off-site.

The proposal meets the City's requirements.

EPIC Engineering & Consulting Group, LLC was founded in 2006 and is headquartered in Winter Springs, FL. The firm has been in business for 15 years and employs 36 people.

Strengths include: They offered a six-month implementation plan; and have public sector experience.

Weaknesses include: Their basic dashboard application that does not meet City requirements; exceptions to base agreement; and proposed annual price increases.

The proposal does not meet the City's requirements.

Ernst & Young US LLP (E&Y) was founded in 1903 and is headquartered in New York, NY. The firm has been in business for over 100 years and employs 48,000 people.

Strengths include: Their lower cost solution; feature rich enterprise asset management solution including routing and workflow escalation and custom report tool; nine-month implementation plan; and public sector experience.

Weaknesses include: E&Y's solution includes partnering with a third party to implement solution; development and training handled offshore; and their proposal had several exceptions to agreement.

The proposal meets the City's requirements.

Infor Public Sector, Inc. was founded in 1975 and is headquartered in Alpharetta, GA. The firm has been in business for 45 years and employs 17,000 people.

Strengths include: Their past experience in the public sector; one-year implementation plan; strong analytics module.

Weaknesses include: Their exceptions to the base agreement; and software that is not user-friendly or intuitive.

The proposal meets the City's requirements.

Jones Edmunds & Associates, Inc. was founded in 1974 and is headquartered in Gainesville, FL. The firm has been in business for 46 years and employs 128 people.

Strengths include: Their industry specific references; solution able to integrate with existing City systems; and vendor facilitated training.

Weaknesses include: Their limited resource capacity; and lack of analytics module.

The proposal meets the City's requirements.

MaintStar, Inc. was founded in 1984 and is headquartered in Irvine, CA. The firm has been in business for 37 years and employs 16 people.

Strengths include: Their 10-month implementation plan; and strong analytics module.

Weaknesses include: Their low-quality proposal with missing information and typos.

The proposal meets the City's requirements.

Oracle America, Inc. was founded in 1977 is headquartered in Redwood Shores, CA. The firm has been in business for 44 years and employs 136,000 people.

Strengths include: Their easy user interface; integrates with GIS; base application that does not need modification in order to work in current environment; full implementation of routing; integrates into Oracle EBS; well defined mobile app; less training required; and adequate staff dedicated to project.

Weaknesses include: Their highest cost.

The proposal meets the City's requirements.

Planon Corporation was founded in 1982 and is headquartered in Braintree, MA. The firm has been in business for 38 years and employs 750 people.

Strengths include: Their sound project methodology including change management.

Weaknesses include: Their incomplete proposal; no onsite training or implementation; train the trainer module; and exceptions to the base agreement.

The proposal does not meet the City's requirements.

Process Solutions Assurance, LLC was founded in 2010 and is headquartered in Scottsdale, AZ. The firm has been in business for 11 years and employs 10 people.

Strengths include: Their strong project methodology.

Weaknesses include: Their customizations not available; and proposal had exceptions to base agreement.

The proposal meets the City's requirements.

Smart Energy Systems LLC was founded in 2012 and is headquartered in Irvine, CA. The firm has been in business for 9 years and employs 650 people.

Strengths include: Their well-organized proposal.

Weaknesses include: Train the trainer; did not explain integration with 3rd party software; and 18-month implementation timeline.

The proposal meets the City's requirements.

Shortlisting and Demonstrations

On June 1, 2020, the proposals were initially evaluated based solely on the evaluation criteria established in the RFP. The evaluation committee recommended that EPIC, Planon and Dude Solutions be removed from consideration for not meeting minimum requirements. The remaining

vendors: Assetworks, Data Transfer Solutions, EAM Solutions, Ernst and Young, Infor, Jones Edmunds, MaintStar, Oracle, Process Solutions, Smart Energy Systems moved forward with clarifications.

On July 8, 2020, the evaluation committee members selected Oracle, Jones Edmunds, Assetworks and Infor for demonstrations.

On August 3, 2020, the evaluation committee members voted on the demonstration script to be used for the demonstrations. The demonstrations occurred August 24 - 27, 2020.

On August 28, 2020, the evaluation committee members voted to provide a list of clarifications to Assetworks and Oracle and remove Jones Edmunds and Infor from further consideration due to it being difficult to use, interface likability, reporting and workflow capability, and real-time routing features in their proposed solutions.

On September 16, 2020, the evaluation committee voted to add the cost of project to the reference forms, and the weights by evaluation criteria to be discussed at a future meeting.

On October 19, 2020, the evaluation committee voted on the weights to be added for each evaluation criteria and for those weights to be presented in a best and final offer (BAFO) to Assetworks and Oracle.

On October 25, 2020, the evaluation committee decided to reconvene after committee members had a chance to further review spreadsheet containing the weights for each evaluation criteria while taking into account the BAFO offers received.

On November 3, 2020, the evaluation committee voted to schedule one negotiation meeting with each vendor and provided each vendor points of discussion before each meeting.

On January 6, 2021 and January 8, 2021, negotiation meetings were held with Assetworks, and Oracle, respectively.

On January 13, 2021, the committee members voted to ask for a second BAFO, to include itemized cost breakdown for implementation and development, ongoing costs, licensing costs, confirm proposals submitted, confirm (for Assetworks) if routing feature is functional, and detailed timeline of implementation including listing assigned resources.

Recommendation for Award

On February 18, 2021, the evaluation committee recommended Oracle America, Inc. for Work and Asset Management Cloud-based Software and implementation services. The company has met the requirements of RFP No. 7635 and the offer was determined to be the most advantageous to the City, taking into consideration the cost and the evaluation criteria set forth in the RFP.

Oracle America, Inc. was selected for the following reasons:

- Routing capability
- Implementation plan
- Product features and capability

Resolution No. _____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO ORACLE AMERICA, INC. FOR WORK AND ASSET MANAGEMENT CLOUD-BASED SOFTWARE AND IMPLEMENTATION SERVICES FOR THE WATER RESOURCES, STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS, FIRE RESCUE, AND PARKS AND RECREATION DEPARTMENTS FOR A TOTAL CONTRACT AMOUNT OF \$4,459,789 TO COVER ALL IMPLEMENTATION SERVICES, ONE YEAR OF CLOUD-BASED SOFTWARE SERVICES DURING THE IMPLEMENTATION PERIOD, AND A 20% CONTINGENCY FOR THE PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; PROVIDING THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO RENEW THE AGREEMENT IN FUTURE YEARS IF 1) FUNDS ARE APPROPRIATED FOR THE AGREEMENT IN FUTURE FISCAL YEAR BUDGETS ADOPTED BY CITY COUNCIL AND 2) THERE ARE NO SUBSTANTIVE CHANGES TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF \$372,000 FROM THE UNAPPROPRIATED BALANCE OF THE TECHNOLOGY AND INFRASTRUCTURE FUND (5019) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$372,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE ASM CMMS UPGRADE FY17 PROJECT (15782); APPROVING A RESCISSION OF AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF \$84,941 FROM THE WAM SOFTWARE UPGRADE PROJECT (15616); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$84,941 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THE ABOVE RESCISSION, TO THE ASM CMMS UPGRADE FY17 PROJECT (15782); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 7635 for work and asset management cloud-based software and implementation services for the Water Resources, Stormwater, Pavement and Traffic Operations, Fire Rescue, and Parks and Recreation Departments dated May 7, 2020; and

WHEREAS, the Procurement & Supply Management Department received thirteen (13) proposals in response to the RFP; and

WHEREAS, the selection committee, which consisted of a cross-functional team from the Water Resources Department, the Police Department, the Sanitation Department, and the Department of Technology Services shortlisted four (4) of the firms that submitted proposals; and

WHEREAS, the four (4) shortlisted firms 1) AssetWorks, 2) Infor Public Sector, Inc., 3) Oracle America, Inc., and 4) Jones Edmund made presentations to the selection committee; and

WHEREAS, Oracle America, Inc. has met the specifications, terms, and conditions of RFP No. 7635; and

WHEREAS, contingency for the project in the amount of \$743,298 is needed for any additional interfaces to other external systems that would be beneficial to the City, data set migrations, system customizations, or new report generations that have not yet been contemplated; and

WHEREAS, funding for the Water Resources Department's portion of the project has been previously appropriated in the Water Resources Capital Projects Fund (4003), ASM CMMS Upgrade FY17 Project (15782); and

WHEREAS, funding for the remaining City departments will be available after (i) a transfer in the amount of \$372,000 from the unappropriated balance of the Technology and Infrastructure Fund (5019) to the General Capital Improvement Fund (3001), (ii) a supplemental appropriation in the amount of \$372,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the ASM CMMS Upgrade FY17 Project (15782), (iii) a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$84,941 from the WAM Software Upgrade Project (15616), and (iv) a supplemental appropriation in the amount of \$84,941 from the increase in the unappropriated

balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the ASM CMMS Upgrade FY17 Project (15782); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, and the Department of Technology Services recommends approval of this award.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement to Oracle America, Inc. for work and asset management cloud-based software and implementation services for the Water Resources, Stormwater, Pavement and Traffic Operations, Fire Rescue, and Parks and Recreation Departments for a total contract amount of \$4,459,789 to cover all implementation services, one year of cloud-based software services during the implementation period, and a 20% contingency for the project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to renew the agreement in future years if 1) funds are appropriated for the agreement in future fiscal year budgets adopted by City Council and 2) there are no substantive changes to the terms and conditions set forth in the agreement.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the Technology and Infrastructure Fund (5019) for FY21:

Technology and Infrastructure Fund (5019)
Transfer to: General Capital Improvement Fund (3001) \$372,000

BE IT FURTHER RESOLVED that that there is hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY21:

General Capital Improvement Fund (3001)
ASM CMMS Upgrade FY17 Project (15782) \$372,000

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) is the amount of \$84,941 from the WAM Software Upgrade Project (15616) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, the following supplemental appropriation for FY21:


<u>Stormwater Drainage Capital Projects Fund (4013)</u>	
ASM CMMS Upgrade FY17 Project (15782)	\$84,941

This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/ Sharon Michnowicz
City Attorney (Designee)
00563940

E Makofske
Budget Director

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					106686
Name:	Pocengal, Nicholas W	Request Date:	06-MAY-2021	Status:	APPROVED

Authorization Request	
Subject:	Oracle WACS, May 20 Council Item
Message:	Submitted for your approval, please find attached Consent Write-up for Oracle WACS, scheduled to go before City Council on May 20, 2021. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Oracle WACS, May 20 Council - Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	06-MAY-2021	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	07-MAY-2021	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	07-MAY-2021	User Defined