

**CITY COUNCIL  
ATLANTA, GEORGIA**

13-R-3258

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.**

**Review List:**

Michael Dogan	Completed	06/03/2013 9:39 AM
Information Technology	Completed	06/03/2013 9:48 AM
Susan Garrett	Completed	06/03/2013 10:09 AM
Kimberly Tallon	Completed	06/03/2013 2:03 PM
Procurement	Completed	06/05/2013 3:18 PM
Adam Smith	Completed	06/05/2013 3:30 PM
Mayor's Office	Completed	06/05/2013 4:51 PM
Office of Research and Policy Analysis	Completed	06/05/2013 4:58 PM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	

LEGISLATION HISTORY – BLUE BACK

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

**RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.**

WHEREAS, since 2002 various Information Technology divisions within the City of Atlanta (“City”) have licensed and used Oracle databases with certain applications; and

WHEREAS, in 2005 the City utilized cooperative purchasing agreements to purchase various components of an Enterprise Resource Planning System from Oracle America, Inc., (“Oracle”) including database and application software licenses, maintenance and support, which were purchased through approximately ten (10) contracts (executed independently among the three enterprise funds) and which expired at various times; and

WHEREAS, it was in the City’s best interest to combine all Oracle database and application maintenance and support contracts used throughout the City into a single contract for ease of billing and payment and to avoid lapses in service; and

WHEREAS, the Department of Information Technology (“DIT”) was authorized to enter into Sole Source Agreement Number SS-5983-PL (“Agreement Number SS-5983-PL”) with Oracle for database and application software maintenance and support for a period of one (1) year with four (4) one-year renewal options pursuant to Resolution 12-R-0824, adopted by Atlanta City Council on June 18, 2012 and approved as per City Charter Section 2-403 on June 27, 2012; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend exercising renewal option number one (1) for Agreement Number SS-5983-PL with Oracle for database and application software maintenance and support, for a one (1) year term.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to execute, on behalf of the City, renewal option number one (1) for Agreement Number SS-5983-PL with Oracle for Oracle database and application software maintenance and support in an amount not to exceed One Million, Two Hundred Forty-Five Thousand, Seventy-Nine Dollars and Seventy-Five Cents (\$1,245,079.75).

<b>DIT</b> (72% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$896,457.42</b>	1001	050211	5213001	1535000
	General Fund	IT Network Management	Consulting/ Professional Services - Technical	Data Processing/ Management Information System

<b>DWM</b> (19% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$236,565.15</b>	5051	170113	5213001	1535000
	Water and Wastewater Revenue Fund	DWM - Information Systems	Consulting / Professional Services - Technical	Data Processing/ Management Information System

<b>DOA</b> (9% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$112,057.18</b>	5501	180107	5213001	1535000
	Airport Revenue Fund	DOA Aviation Information Systems	Consulting / Professional Services - Technical	Data Processing/ Management Information System

BE IT FURTHER RESOLVED, that the term of said agreement shall be for a period of one (1) year with three (3) remaining one-year renewal options.

BE IT FURTHER RESOLVED, that the funding of the Agreement shall be subject to and expressly contingent upon the City’s adoption and approval of the Fiscal Year 2014 budget and the appropriation of sufficient funds to the associated funding sources.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare the appropriate agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding upon the City, and the City shall incur no liability upon same until contract has been approved by the City Attorney or her designee as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to Oracle America, Inc.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-330-6264

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, May 24, 2013

Anticipated Committee Meeting Date(s): Wednesday, June 12, 2013

Anticipated Full Council Date: Monday, June 17, 2013

Legislative Counsel's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements): [Signature]

Commissioner Signature: \_\_\_\_\_

Chief Procurement Officer Signature: [Signature]

**CAPTION**  
Mayor's Staff Only

**A RESOLUTION**  
**BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$1,245,079.75

Received by CPO: \_\_\_\_\_ (date) Received by LC from CPO: \_\_\_\_\_ (date)

Received by Mayor's Office: [Signature] 5/24/13 (date) Reviewed by: [Signature] (date)

Submitted to Council: \_\_\_\_\_ (date)

Attachment: Oracle consolidation contract\_SS-5983-PL\_transmittal (13-R-3258 : A Resolution authorizing execution of FY14 Renewal

**A RESOLUTION  
BY FINANCE/ EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.**

**WHEREAS**, since 2002 various Information Technology divisions within the City of Atlanta (“City”) have licensed and used Oracle databases with certain applications; and

**WHEREAS**, in 2005 the City utilized cooperative purchasing agreements to purchase various components of an Enterprise Resource Planning System from Oracle America, Inc., (“Oracle”) including database and application software licenses, maintenance and support, which were purchased through approximately ten (10) contracts (executed independently among the three enterprise funds) and which expired at various times; and

**WHEREAS**, it was in the City’s best interest to combine all Oracle database and application maintenance and support contracts used throughout the City into a single contract for ease of billing and payment and to avoid lapses in service; and

**WHEREAS**, the Department of Information Technology (“DIT”) was authorized to enter into Sole Source Agreement Number SS-5983-PL (“Agreement Number SS-5983-PL”) with Oracle for database and application software maintenance and support for a period of one (1) year with four (4) one-year renewal options pursuant to Resolution 12-R-0824, adopted by Atlanta City Council on June 18, 2012 and approved as per City Charter Section 2-403 on June 27, 2012; and

**WHEREAS**, the Chief Information Officer and the Chief Procurement Officer recommend exercising renewal option number one (1) for Agreement Number SS-5983-PL with Oracle for database and application software maintenance and support, for a one (1) year term.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor is hereby authorized to execute, on behalf of the City, renewal option number one (1) for Agreement Number SS-5983-PL with Oracle for Oracle database and application software maintenance and support in an amount not to exceed One Million, Two Hundred Forty-Five Thousand, Seventy-Nine Dollars and Seventy-Five Cents (\$1,245,079.75).

**BE IT FURTHER RESOLVED**, that all contracted work shall be charged to and paid from the following Fund, Department Organization, Account, and Function Activity (“FDOA”) and for other purposes:

<b>DIT</b> (72% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$896,457.42</b>	1001	050211	5213001	1535000
	General Fund	IT Network Management	Consulting/ Professional Services - Technical	Data Processing/ Management Information System

<b>DWM</b> (19% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$236,565.15</b>	5051	170113	5213001	1535000
	Water and Wastewater Revenue Fund	DWM - Information Systems	Consulting / Professional Services - Technical	Data Processing/ Management Information System

<b>DOA</b> (9% of total charges)	<i>Fund</i>	<i>Department Organization</i>	<i>Account</i>	<i>Function Activity</i>
<b>\$112,057.18</b>	5501	180107	5213001	1535000
	Airport Revenue Fund	DOA Aviation Information Systems	Consulting / Professional Services - Technical	Data Processing/ Management Information System

**BE IT FURTHER RESOLVED**, that the term of said agreement shall be for a period of one (1) year with three (3) remaining one-year renewal options.

**BE IT FURTHER RESOLVED**, that the funding of the Agreement shall be subject to and expressly contingent upon the City’s adoption and approval of the Fiscal Year 2014 budget and the appropriation of sufficient funds to the associated funding sources.

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare the appropriate agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the agreement will not become binding upon the City, and the City shall incur no liability upon same until contract has been approved by the City Attorney or her designee as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to Oracle America, Inc.

**Part II: Legislative White Paper:**

(This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. Committee of Purview:** FINANCE/EXECUTIVE**Caption:**

A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

**Council Meeting Date:** Monday, June 17, 2013

**Requesting Dept:** Information Technology

**B. To be completed by the department:****1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT would like Council to authorize renewal option number one (1) for Sole Source Agreement Number SS-5983-PL with Oracle for database and application software maintenance and support, for a one (1) year term, in an amount not to exceed \$1,245,079.75, subject to & expressly contingent upon the City's adoption and approval of the FY14 budget.

**2. Please provide background information regarding this legislation.****Background / Justification**

Since 2002, various Information Technology divisions within the City have licensed and used Oracle databases with certain applications.

In 2005 the City utilized cooperative purchasing agreements to purchase various components of an Enterprise Resource Planning System from Oracle America, Inc., ("Oracle") including database and application software licenses, maintenance and support, which were purchased through approximately ten (10) contracts (executed independently among the three enterprise funds) and which expired at various times.

It was in the City's best interest to combine all Oracle database and application maintenance and support contracts used throughout the City into a single contract for ease of billing and payment and to avoid lapses in service.

DIT was authorized to enter into sole source agreement number SS-5983-PL with Oracle for database and application software maintenance and support in an amount not to exceed \$1,208,509.79 for one (1) year with four (4) one-year renewal options. This agreement execution was pursuant to Resolution 12-R-0824, adopted by Atlanta City Council on June 18, 2012 and approved as per City Charter Section 2-403 on June 27, 2012.

**Recommendation**

The Chief Information Officer and the Chief Procurement Officer recommend exercising renewal option number one (1) for Agreement Number SS-5983-PL with Oracle for database and application software maintenance and support, for a one (1) year term.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**  
Maintenance & support.
- (b) **Source Selection: Sole Source**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** One (1) year with three (3) remaining one-year renewal options.

**4. Fund Account:** Multiple FDOA funding lines (DIT, DWM, & Aviation).

**5. Source of Funds:**

<b>DIT</b> (72% of total charges)	<b>Fund</b>	<b>Department Organization</b>	<b>Account</b>	<b>Function Activity</b>
<b>\$896,457.42</b>	1001	050211	5213001	1535000
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<b>\$112,057.18</b>	5501	180107	5213001	1535000
	Airport Revenue Fund	DOA Aviation Information Systems	Consulting / Professional Services - Technical	Data Processing/ Management Information System

**6. Fiscal Impact:** \$1,245,079.75 (Subject to City’s adoption and approval of the FY14 budget).

**7. Method of Cost Recovery:** N/A

**This Legislative Request Form Was Prepared By:** Kieva Morrison, DIT Legislative Analyst

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal

LEGISLATIVE SUMMARY

TO: CITY FINANCE EXECUTIVE COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE RENEWAL NUMBER ONE (1) FOR SOLE SOURCE AGREEMENT NUMBER SS-5983-PL WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR BEGINNING JULY 1, 2013, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FORTY-FIVE THOUSAND, SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,245,079.75); ALL CONTRACTED WORK BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

**Committee Meeting Date:** June 12, 2013

**Council Meeting Date:** June 17, 2013

**Legislation Title:** SS-5983-PL, Sole Source Renewal Number One (1) for the ORACLE Database and Application Software Maintenance and Support with ORACLE America, Inc.

**Requesting Dept.:** Department of Information Technology

**Contract Type:** Sole Source Procurement

**Advertisement:** N/A

**Bids/Proposals Due:** N/A

**Invitations Mailed:** N/A

**Bids/Proposals Received:** N/A

**Bidders:** N/A

**Contractor:** ORACLE America, Inc.

**Estimated Value:** \$1,245,079.75

**Scope Summary:** For database and application software maintenance and support for Oracle ERP System.

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal

**Background:** DIT was authorized to enter into sole source agreement number SS-5983-PL with Oracle for database and application software maintenance and support in an amount not to exceed \$1,208,509.79 for one (1) year with four (4) one-year renewal options. This agreement execution was pursuant to Resolution 12-R-0824, adopted by Atlanta City Council on June 18, 2012 and approved as per City Charter Section 2-403 on June 27, 2012.

**Evaluation Team:** DIT

**Term of Contract:** The term of this Agreement shall be for a period of One (1) year with four (4) one (1) renewal options.

**Fund Account Centers:** Various Accounts

**Contractor Performance:** "As expected"

**Prepared By:** Seipati Mogotsi, Contracting Officer

**Contact Number:** (404) 330-6027

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal



[Home](#)

**ORACLE AMERICA, INC. Control Number: J818530**

[Main](#)   [Reports](#)   [Officers](#)   [Filing History](#)

**Entity Info**

**Entity Id** 761144

**Key Indicators**

**Model Type** Corporation  
**Locale** Foreign  
**Qualifier** For-Profit  
**Business Name** ORACLE AMERICA, INC.  
**Registration Date** 9/28/1988  
**Entity Status** Active/Compliance  
**Entity Status Date** 4/02/2012  
**Foreign Name**  
**Date of Organization**  
**State** Delaware  
**Country**

**Principal Office Address**

PRINCIPAL  
**Line1** 500 ORACLE PKWY  
**Line2**  
**City** REDWOOD CITY   **State** California   **Zip** 94065

**Agent**

**Is non-commercial Registered Agent?** Yes  
**Name** CORPORATION SERVICE COMPANY

**Address**

**Line1** 40 TECHNOLOGY PARKWAY SOUTHSUITE 300  
**Line2**  
**City** NORCROSS   **State** Georgia   **Zip** 30092

**Email**

**Previous Names**

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
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No Miscellaneous Filings were found.



Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal



# CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

## CONTRACTOR PERFORMANCE FORM

<b>CONTRACTOR'S NAME AND ADDRESS:</b> ORACLE AMERICA 500 ORACLE PKWY REDWOOD SHORES, CA	<b>DATE:</b> 5/23/13
	<b>PURCHASE ORDER OR CONTRACT NO.:</b> SS-5983-PL ORACLE DB LICENSES
	<b>P.O./C.N. DATE:</b>
	<b>DEPARTMENT/AGENCY:</b> BIT
	<b>DIRECTOR'S SIGNATURE:</b> 
<b>WE HAVE THE FOLLOWING COMPLAINT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.)</b> NONE	
<b>WE HAVE THE FOLLOWING POSITIVE COMMENT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.)</b> VENDOR PERFORMS AS EXPECTED	
<b>CONTRACTOR'S REPLY:</b> _____ <b>DATE OF REPLY:</b> _____ (NOTE: FAILURE TO REPLY MAY RESULT IN REMOVAL FROM APPROVED VENDOR MAILING LIST.)	
<b>CC:</b> <input checked="" type="checkbox"/> END USER DEPARTMENT <input checked="" type="checkbox"/> DOP FILE	

*M. Stone*

*Adam L. Smith*

ADAM L. SMITH  
CHIEF PROCUREMENT OFFICER

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal



## CITY OF ATLANTA

SUITE G700A  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330 – 6110

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Kasim Reed  
Mayor

Michael Dogan  
Interim Chief Information Officer  
Department of Information Technology

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Michael Dogan, Interim Chief Information Officer  
Department of Information Technology *MD*

RE: Oracle America, Inc., Sole Source Agreement Number SS-5983-PL -  
Renewal Option Number One (1).

DATE: May 23, 2013

Since 2002, various Information Technology divisions within the City of Atlanta ("City") have licensed and used Oracle databases with certain applications. The database and application software maintenance and support services provided by Oracle America, Incorporated, ("Oracle") are necessary for the continued performance of the City's various, licensed Oracle databases and system applications.

The City entered into Sole Source Agreement Number SS-5983-PL with Oracle for database and application software maintenance and support in an amount not to exceed \$1,208,509.79 for one (1) year with four (4) one-year renewal options. This agreement execution was pursuant to Resolution 12-R-0824, adopted by Atlanta City Council on June 18, 2012 and approved as per City Charter Section 2-403 on June 27, 2012.

DIT would like to exercise Renewal Option Number One (1) of Sole Source Agreement Number SS-5983-PL with Oracle for continued support services, in an amount not to exceed \$1,245,079.75 for a one (1) year term, subject to & expressly contingent upon the City's adoption and approval of the FY14 budget.

Please prepare Renewal Option Number One (1) of Sole Source Agreement Number SS-5983-PL with Oracle for execution for the above-referenced services per the request of the Interim Chief Information Officer.

Respectfully,

MD/kam

cc: Mr. Keith Brooks, DCPO  
Ms. Seipati Mogotsi, CO

Attachments: Valid Sole Source Agreement Number SS-5983-PL.

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal



## CITY OF ATLANTA

SUITE 1900

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Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq., CPPO, CPPB

Chief Procurement Officer

[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

May 17, 2012

### SOLE SOURCE-SS-5983-PL PROCUREMENT CERTIFICATION

This sole source request is made for Oracle America, Inc., for the Support, Maintenance, and Services for the ERP System with the City of Atlanta, Department of Information Technology.

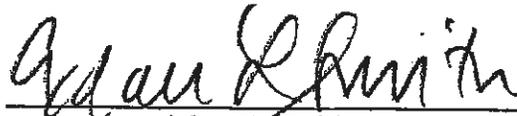
Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Sole Source Procurement, my findings are the following:

1. Oracle America, Inc. – Is the sole source vendor for the Support, Maintenance, and Services for the ERP System. Oracle has been the leader in database software, and has further developed technologies and acquired best-in-class companies over the years; their leadership has expanded to the entire technology stack, from servers and storage, to database and middleware, through applications.
2. Oracle America, Inc. - Oracle's Global License Management Services is an organization that promotes the management, governance, and awareness of the proper use and distribution for Oracle systems through expert services. The range of services is based on a unique mixture of Oracle IT solutions and licensing policies expertise and proven methodologies. Each of its services has been designed to address specific Oracle solution management requirements and to deliver long term value platforms.
3. Oracle America, Inc. – Is located at 1910 Oracle Way, Reston, VA 20190.

This sole source verification was confirmed by Ms. Lindsay Barlow of Oracle America, Inc. And the sole source product information was researched and obtained from website [www.oracle.com](http://www.oracle.com).

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1191, do hereby approve, direct and authorize the sole source procurement for Oracle America, Inc.

The Oracle America, Inc., for the Support, Maintenance, and Services for the Database Enterprise, E-Business Suite, Oracle Financial, Human Resources, and RAC Licenses to support the ERP System with the City of Atlanta, Department of Information Technology on behalf of General Funds, Department of Watershed Management, and Department of Aviation.

  
Adam L. Smith



### GENERAL INFORMATION

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b>	5159263	<b>Oracle Support Sales Representative:</b>	Lindsay Barlow
<b>Offer Expires:</b>	30-Jun-13	<b>Telephone:</b>	703-364-0715
		<b>Fax:</b>	17194577501
		<b>E-mail:</b>	lindsay.barlow@oracle.com
<b>CUSTOMER:</b> CITY OF ATLANTA			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b>	Jaci Vickers	<b>Account Contact:</b>	Accounts Payable,
<b>Account Name:</b>	CITY OF ATLANTA	<b>Account Name:</b>	CITY OF ATLANTA
<b>Address:</b>	68 Mitchell St Atlanta GA 30303 United States	<b>Address:</b>	COA Dept of Finance Accounts Payable Division 68 Mitchell St, Ste 6100 Atlanta GA 30303 United States
<b>Telephone:</b>	404 865 8647	<b>Telephone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>	@	<b>E-mail:</b>	jmvickers@atlantaga.gov

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 5159263, to Your Oracle Support Sales Representative identified in the table above.

**SERVICE DETAILS**

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
User Productivity Kit Standard - UPK Developer Perpetual	15322479	2		FULL	1-Jul-13	30-Jun-14	7,709.71
Oracle Database Enterprise Edition - Named User Plus Perpetual	18090378	20		FULL USE	1-Jul-13	30-Jun-14	1,806.07
Procurement Contracts - Purchasing User Perpetual	14369264	10		FULL USE	1-Jul-13	30-Jun-14	3,443.41
Payroll - Person Perpetual	14369264	15655		FULL USE	1-Jul-13	30-Jun-14	53,952.11
Oracle Tutor for Applications - Application User Perpetual	14369264	120		FULL USE	1-Jul-13	30-Jun-14	3,411.85
iLearning - Trainee Perpetual	14369264	100		FULL USE	1-Jul-13	30-Jun-14	172.37
Activity Based Management - Financials User Perpetual	14369264	40		FULL USE	1-Jul-13	30-Jun-14	2,745.54
Internet Developer Suite - Named User Plus Perpetual	14369264	5		FULL USE	1-Jul-13	30-Jun-14	1,436.04
Oracle Self-Service Tutor for Applications - Employee Perpetual	14369264	7689		FULL USE	1-Jul-13	30-Jun-14	8,832.91
E-Business Suite Employee User - Employee User	14369264	7689		FULL USE	1-Jul-13	30-Jun-14	176,658.49
Sourcing - Application User Perpetual	14369264	5		FULL USE	1-Jul-13	30-Jun-14	5,743.82
Services Procurement - Purchasing User Perpetual	14369264	10		FULL USE	1-Jul-13	30-Jun-14	2,294.61
iRecruitment - Person Perpetual	14369264	7809		FULL USE	1-Jul-13	30-Jun-14	22,427.00
Oracle Grants - Application User Perpetual	14369264	5		FULL USE	1-Jul-13	30-Jun-14	1,147.30
Oracle Balanced Scorecard - Application User Perpetual	14369264	20		FULL USE	1-Jul-13	30-Jun-14	2,291.84
Internet Application Server Enterprise Edition - Processor Perpetual	14369264	10		FULL USE	1-Jul-13	30-Jun-14	11,487.74
E-Business Suite Professional User - Professional User Perpetual	14369264	120		FULL USE	1-Jul-13	30-Jun-14	27,570.67
Oracle Financials - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	110,430.08

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Grants - Application User Perpetual	15849484	153		FULL USE	1-Jul-13	30-Jun-14	32,129.32
Oracle Property Manager - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	14,225.72
Oracle Human Resources - Enterprise Employee Perpetual	15849484	8600		FULL USE	1-Jul-13	30-Jun-14	39,057.55
Oracle Advanced Benefits - Enterprise Employee Perpetual	15849484	8600		FULL USE	1-Jul-13	30-Jun-14	18,308.25
Oracle iSupplier Portal for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	28,692.53
Oracle Procurement Contracts for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	20,494.66
Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	30,621.44
Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	15849484	1390		FULL USE	1-Jul-13	30-Jun-14	22,423.56
Oracle Database Standard Edition - Processor Perpetual	14416534	6		FULL USE	1-Jul-13	30-Jun-14	16,792.42
Diagnostics Pack - Processor Perpetual	14416534	4		FULL USE	1-Jul-13	30-Jun-14	2,239.00
Internet Application Server Enterprise Edition - Processor Perpetual	14416534	2		FULL USE	1-Jul-13	30-Jun-14	7,463.30
Internet Developer Suite - Named User Plus Perpetual	14416534	2		FULL USE	1-Jul-13	30-Jun-14	1,865.84
Oracle Database Enterprise Edition - Processor Perpetual	14416534	4		FULL USE	1-Jul-13	30-Jun-14	29,853.19
Programmer - Named User Plus Perpetual	14416534	2		FULL USE	1-Jul-13	30-Jun-14	373.16
Change Management Pack - Processor Perpetual	14416534	4		FULL USE	1-Jul-13	30-Jun-14	2,238.99
Tuning Pack - Processor Perpetual	14416534	4		FULL USE	1-Jul-13	30-Jun-14	2,238.99
Real Application Clusters - Processor Perpetual	14836867	16		FULL USE	1-Jul-13	30-Jun-14	53,508.37
Oracle Database Enterprise Edition - Named User Plus Perpetual	17968254	20		FULL USE	1-Jul-13	30-Jun-14	1,730.87
Oracle Database Enterprise Edition - Processor Perpetual	14734236	10		FULL USE	1-Jul-13	30-Jun-14	54,810.73

**Program Technical Support Services**  
**Service Level: Software Update License & Support**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Internet Application Server Enterprise Edition - Processor Perpetual	14734236	2		FULL USE	1-Jul-13	30-Jun-14	5,716.43
Configuration Management Pack - Processor Perpetual	14734236	10		FULL USE	1-Jul-13	30-Jun-14	4,110.80
Change Management Pack - Processor Perpetual	14734236	10		FULL USE	1-Jul-13	30-Jun-14	4,110.80
Tuning Pack - Processor Perpetual	14734236	10		FULL USE	1-Jul-13	30-Jun-14	4,110.80
Diagnostics Pack - Processor Perpetual	14734236	10		FULL USE	1-Jul-13	30-Jun-14	4,110.80
Real Application Clusters - Processor Perpetual	14734236	8		FULL USE	1-Jul-13	30-Jun-14	21,924.28
Oracle Database Enterprise Edition - Processor Perpetual	17988566	2		FULL USE	1-Jul-13	30-Jun-14	4,897.05
Diagnostics Pack - Processor Perpetual	17988566	2		FULL USE	1-Jul-13	30-Jun-14	325.24
Tuning Pack - Processor Perpetual	17988566	2		FULL USE	1-Jul-13	30-Jun-14	324.35
Oracle Database Enterprise Edition - Processor Perpetual	17543043	82		FULL USE	1-Jul-13	30-Jun-14	293,954.03
Spatial and Graph - Processor Perpetual	17543043	4		FULL USE	1-Jul-13	30-Jun-14	3,584.79
Oracle Database Enterprise Edition - Named User Plus Perpetual	17543043	1050		FULL USE	1-Jul-13	30-Jun-14	75,280.92

**Program Technical Support Fees: USD 1,245,079.75**

**Total Price: USD 1,245,079.75**

Plus applicable tax

Please note the following:

- If You have questions regarding the Services Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. If Your programs and/ or hardware are identified in Oracle's Lifetime Support policy they may move to a different services level during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Services Detail table above shall serve as the commencement date of the technical support services and the technical support services

Attachment: Oracle consolidation\_SS-5983-PL\_supporting docs (13-R-3258 : A Resolution authorizing execution of FY14 Renewal

ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.

- If any of the fields listed in the Services Detail table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

**TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF ATLANTA represents that Customer has authorized CITY OF ATLANTA to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY OF ATLANTA agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF ATLANTA agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY OF ATLANTA to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-Term-GMA-7655-30-AUG-2012 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

## **ORDER PROCESSING DETAILS**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, a credit card confirmation or payment confirmation for the order as detailed below). Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Annually in Advance. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to you upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF ATLANTA is a tax exempt organization, a copy of CITY OF ATLANTA's tax exemption certificate must be submitted with CITY OF ATLANTA's purchase order, check, credit card or other acceptable form of payment.

### **Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Support Service Number: 5159263
- Total Price: USD 1,245,079.75 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF ATLANTA agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below. If the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered must be renewed via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

### **Check**

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 5159263
- Total Price: USD 1,245,079.75 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF ATLANTA agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

**Credit Card Confirmation**

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater.

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

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

\_\_\_\_\_  
Name

In issuing this credit card confirmation, CITY OF ATLANTA agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

**Remittance Details**

Purchase orders, credit card details, or payment confirmation for the technical support services ordered under this ordering document should be sent to:

Attn: Lindsay Barlow  
Oracle Support Services  
Fax: 17194577501  
E-mail: lindsay.barlow@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 44471  
San Francisco, CA 94144-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448

**CITY OF ATLANTA**



**SS-5983-PL-SOLE SOURCE AGREEMENT  
FOR  
THE PURCHASE OF ORACLE DATABASE AND APPLICATION SOFTWARE  
MAINTENANCE AND SUPPORT  
WITH  
ORACLE AMERICA, INC.**

**Atlanta, Georgia**

**Kasim Reed  
Mayor  
City of Atlanta**

**For  
Department of Information Technology  
Michael Dogan, Interim Chief Information Officer**

**Adam L. Smith, Esq. CPPO, CPPB  
Chief Procurement Officer  
Department of Procurement**

**Master Technology Agreement – SS-5983-PL**

**&**

**Signature Pages, Public Benefit Affidavits, &  
Contractor Affidavits**

**TECHNOLOGY AGREEMENT; CONTRACT NO. SS-5983-PL**

This Technology Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ (the "Effective Date") between the City of Atlanta ("City") and Oracle America, Inc., the service provider ("Provider") set forth below.

<b>Contract Name: TECHNICAL SUPPORT SERVICES AGREEMENT</b>	<b>Contract No. SS-5983-PL</b>
<b>Provider:</b>	<b>City of Atlanta</b>
<b>Name:</b> Oracle America, Inc.	<b>Using Agency: City of Atlanta, Georgia</b> <b>Department of Information Technology</b>
<b>Address: 500 Oracle parkway</b> <b>Redwood Shores, CA 94065</b> <b>www.oracle.com</b>	<b>Address:</b> <b>55 Trinity Avenue, SW</b> <b>Atlanta, GA 30303</b>
<b>Phone: 678-315-7470</b>	<b>Phone: 404-330-6000</b>
<b>Fax: 916-315-5003</b>	<b>Fax:</b>
<b>Authorized Representative:</b> <b>Lindsay Barlow - Support Representative</b>	<b>Authorized Representative:</b> <b>Michael Dogan</b> <b>Interim Chief Information Officer</b>

**1. Background.**

1.1 City desires to obtain from Provider the Services described on the Statement of Work attached as **Exhibit B** ("Services"). The total amount of payments by City under this Agreement, excluding renewal terms, shall not exceed \$1,208,509.79 ("Master Maximum Payment").

**2. Term.** Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date indicated in Exhibit B (the "Term").

2.1 **Renewal Terms.** City shall have the right in its sole discretion to renew this Agreement for two (2) additional one-year terms according to the following procedure:

2.2 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.3 If such legislation is enacted, within five (5) days of such enactment, City will notify Provider of such renewal, at which time Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

2.4 If the City does not desire to renew this Agreement, it will give notice of non-renewal to Provider not less than thirty (30) days prior to the expiration of the then current term. However, any failure to provide notice of non-renewal shall not be interpreted as the renewal of this Agreement in the absence of legislative authorization.

### 3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on Exhibit A.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A - Definitions
3. Exhibit B – Statement of Work
4. Exhibit C – Authorizing Legislation
5. Appendix A - Office of Contract Compliance Requirements –N/A
6. Appendix B - Insurance and Bonding Requirements
7. Additional Contract Documents

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as Exhibit C.

### 5. Change Documents.

#### 5.1 Change Documents.

5.1.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Master Maximum Payment or not. Changes in the Services or other aspects of this Agreement shall be set forth in a written document mutually-executed by the parties ("Change Document").<sup>2</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.1.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

- (a) Change Documents to the Agreement involving an increase to the Master Maximum Payment executed between City and Provider which may or may not require legislative approval under Code Section 2-1292;

<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Amendment, Contract Modification, Renewal, etc.).

(b) Change Documents to the Agreement involving no increase to the Master Maximum Payment, changes in the value of the Fees or changes in the terms or amounts of compensation under the Master Maximum Payment executed between City and Provider pursuant to Code Section 2-1292 (d).

Change Documents that do not involve an increase in the Master Maximum Payment will be executed pursuant to Code Section 2-1292 (d).

5.1.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Provider shall evaluate it and submit a written response ("Proposed Change Document").

5.1.4 Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.1.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Fees (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Provider with comments regarding a Proposed Change Document, and Provider shall respond to such comments, if any. A Proposed Change Document from Provider will become effective only when executed by an authorized representative of City.

5.1.6 City may propose any changes to the Agreement including, but not limited to, changes that it contends do not involve an increase to the Master Maximum Payment, and Provider shall, in good faith, evaluate such proposed Change Request. If City and Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d).

5.2 Suspension of Services. City may, by written notice to Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Provider must, unless the notice requires otherwise: (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## 6. Ownership Rights

Work Product. Provider retains all ownership and intellectual property rights to anything developed and delivered under this Agreement resulting from Services. Upon payment for Services, City has the non-exclusive, non-assignable, royalty free, perpetual, world-wide, limited right to use for its internal business operations anything developed by Provider and delivered to City under this Agreement. City may allow its agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and City is responsible for its compliance with this Agreement in such use. For anything developed by Provider and

delivered to City under this Agreement that is specifically designed to allow its customers and suppliers to interact with City in the furtherance of its internal business operations, such use is allowed under this Agreement.

## 7. Provider's Obligations.

7.1 Provider Personnel. Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

7.2 Provider Authorized Representative. Provider designates the Provider Authorized Representative named on page 1 of this Agreement (the "Provider Authorized Representative"), who shall: (a) be a employee within Provider's organization with the information, authority and resources available to properly coordinate Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

7.3 Removal of Personnel Assigned to City Contract. City may provide notice to Provider that the continued assignment of any Provider Personnel performing the Services is not in its best interests. Within seven (7) days or within a mutually-acceptable time period after Provider's receipt of said notice, Provider shall remove such Provider Personnel from City's Contract, provided that the basis for the removal shall not be for an unlawfully discriminatory reason. Provider will not be required to terminate the employment of such individual. If Provider Personnel is removed for not providing the Services as warranted, Provider shall pay the costs of familiarizing the replacement with the Project and City agrees that the Project tasks may require adjustment as a result of such replacement. Each party will use commercially reasonable efforts to minimize any detrimental impact to the completion of the tasks. In addition, Provider agrees to remove any Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Provider becomes aware of such misconduct or breach.

7.4 Subcontracting. There will be no subcontractors utilized for performance of Services under this Agreement.

7.5 Conflicts of Interest. Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the Parties will work together to determine the appropriate remedial actions to be taken to resolve the conflict of interest.

7.6 Commercial Activities. Neither Provider nor any Provider Personnel shall establish any commercial activity (except as contemplated within the Scope of Services), issue concessions, or permits of any kind to third parties for establishing any activities on City property.

## 8. City's Authorized Representative.

8.1 City Authorized Representative. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

## 9. Payment Procedures.

9.1 General. All Fees for Services will be payable in accordance with the payment provisions set forth in the Statement of Work. City will not be obligated to pay Provider any amount in addition to the Fees for Provider's provision of the Services except as may be mutually agreed to through the Change Document Procedures.

9.2 Invoices. Provider shall prepare and submit to City invoices for payment of all Fees in accordance with the Statement of Work. Each invoice shall be in such detail and in such format as City may reasonably require from time to time. Provider shall invoice City for Services rendered, in accordance with the payment provisions set forth in the Statement of Work.

9.3 Taxes. Fees are exclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with its performance of Provider's obligations under this Agreement. If City is exempt from sales tax, Provider will not invoice City for applicable sales tax provided a copy of a valid sales tax certificate of exemption is presented to Provider simultaneously with the execution and return of this Agreement.

10. Payment. City shall pay all undisputed Fees within thirty (30) days of the date of the invoice.

10.1 Disputed Fees. In the event of any dispute or disagreement between the Parties arising out of or relating to Fees owed under this section (the "dispute"), the Parties will endeavor to resolve the dispute in accordance with this paragraph. Either party may invoke this paragraph by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President or equivalent to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may be initiated by a party until either Vice President concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The Parties shall refrain from exercising any termination right while the Parties endeavor to resolve the dispute under this paragraph, provided that, any party alleged to be in breach promptly makes good faith efforts to cure such breach and pursues the cure in good faith.

10.2 Payment of Other Persons. Upon request from City, Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, and similar firms or persons engaged by Provider in connection with this Agreement have been paid or will be paid for all

work fully and properly performed and not in dispute. As noted previously in Section 7.4, Provider will use no subcontractors in the performance of this Agreement.

11. **Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Provider warrants to City that:

11.1 **Authority.** Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

11.2 **Professional Standards.** Provider warrants that Services will be provided in a professional manner consistent with industry standards. City must notify Provider of any services warranty deficiencies within 90 days from performance of the deficient Services.

11.3 **Viruses.** Provider will use reasonable efforts to test programs for viruses. Provider will also maintain a master copy of the appropriate versions of the programs, free of viruses. If City believes a virus may be present in the delivered programs, then upon City's request, Provider will provide a master copy for comparison with and correction of City's copy of the programs.

11.4 **No Locks, Back Doors, Etc.** Provider warrants that, as of the date on which Provider provides to City software deliverables as part of Services under this Agreement, Provider has not designed such deliverables to contain any Disabling Devices (as defined below). City must notify Provider of any breach of the warranty set forth in the preceding sentence within 90 days after delivery of the applicable software deliverables. For the purpose of this section, a "Disabling Device" shall mean code intentionally embedded in a software deliverable by Provider for the sole purpose of completely halting all use of such deliverable on conditions set by Provider.

11.5 **No Contingent Fees.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Provider, to solicit or secure this Agreement; and that the Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

11.6 No Predatory or High Cost Lenders. By signing this Agreement, Provider certifies, under penalty of perjury, that this Agreement is made by a business entity that is neither a predatory lender nor a high cost lender, nor is the Provider an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The signatory to this Agreement further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Provider.

11.7 Remedies for Defects. FOR ANY BREACH OF THE ABOVE WARRANTIES, CITY'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE: THE REPERFORMANCE OF THE DEFICIENT SERVICES AT NO COST TO THE CITY; OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CITY MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO PROVIDER FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 12. Compliance with Laws.

12.1 General. Provider shall comply with all Applicable Laws to the extent that such laws by their terms, are applicable to Provider's delivery of Services under this Agreement and impose obligations upon Provider in its role as an information technology services provider with respect to the Services provided under this Agreement.

12.2 Equal Employment Opportunity (EEO) Provision. Provider shall comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the Agreement, Provider agrees as follows: (a) Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

12.3 Prohibition on Kickbacks or Gratuities. Provider acknowledges the following prohibitions on kickbacks and gratuities: (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor; (b) It is unethical for any employee or former employee to

solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor; and (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

### 13. Confidential Information.

13.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed sensitive security information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

13.2 Residuals. Unless otherwise agreed by the parties in writing, either Party may freely use the Residuals resulting from access to or work with any of the Confidential Information. The term "Residuals" means information in non-tangible form (not in written or other documentary form, including tape or disk) which may be retained in the unaided memories of persons who has access to the Confidential Information including ideas, concepts, know-how or techniques contained in such Confidential Information. A person's memory is unaided if the person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

13.3 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (a) a subpoena; (b) judicial or administrative order; or (c) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: (a) seek a protective order preventing such disclosure; or (b) intervene in

such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

#### **14. Audit and Inspection Rights.**

##### **14.1 General.**

14.1.1 City shall have the right to audit records relating to invoices, payments, and documents directly pertinent to the Provider's performance under this Agreement, upon reasonable written notice to Provider, no more than one time per year, at City's cost, and provided that such audit does not unreasonably interfere with Provider's normal business operations. City shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Provider's standard nondisclosure terms and to utilize standard audit software.

14.1.2 Provider will maintain the records, data, documents and other information required to comply with the audit rights set forth in this Agreement, until the later of: (a) six (6) years after expiration or termination of this Agreement; or (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties.

#### **15. General Indemnification by Provider.**

Provider shall defend and indemnify the City against any and all claims of bodily injury and/or tangible personal property damage resulting from grossly negligent or intentionally wrongful actions or omissions of the Provider or a person employed by the Provider (i.e., as an employee or independent contractor) while performing services under this Agreement, if such actions or omissions were not proximately caused by the action or omission of the City or any third party; provided however, that (a) the City notifies the Provider promptly in writing, not later than thirty (30) days after City receives notice of the claim (or sooner if required by law); (b) the City gives the Provider sole control of the defense and any settlement negotiations; and (c) the City gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. As used in this Section, the term "tangible personal property" shall not include software, documentation, data or data files. The Provider shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software. **This Section states the parties' entire liability and exclusive remedy for bodily injury and property damage.**

#### **16. Intellectual Property Indemnification by Provider.**

If a third party makes a claim against the City, that any information, design, specification, instruction, software, data, or material ("Material") furnished by the Provider, and used by the City infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the City against the claim and indemnify the City from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the City does the following:

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

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the City may have paid to the other party for it and any unused, prepaid technical support fees the City has paid to the Provider for the license. The Provider will not indemnify the City if the City alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the City uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the City. The Provider will not indemnify the City to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Provider will not indemnify the City to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Provider. The Provider will not indemnify the City for infringement caused by the City's actions against any third party if the Provider program(s) as delivered to the City and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. The Provider will not indemnify the City for any infringement claim that is based on: (1) a patent that the City was made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) the City's actions prior to the effective date of this Agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

#### **17. Limitation of Liability.**

**General.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. **EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION (INDEMNIFICATION FOR INTELLECTUAL PROPERTY, BODILY INJURY AND TANGIBLE PROPERTY DAMAGE) ABOVE,** PROVIDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID PROVIDER UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM THE SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID PROVIDER FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.

**18. Insurance and Bonding Requirements.** Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

**19. Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, either party may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability to the other, other than for the payment of Fees for Services performed prior to the Force Majeure Event.

**20. Termination.**

20.1 Termination for Breach. If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. Except for nonpayment of Fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach.

20.2 Termination for Ethical Breach. The City may, at its option, upon written notice to Provider, terminate this Agreement immediately if Provider in performing the Services under this Agreement engages in behavior that is fraudulent or constitutes a material conflict of interest with Provider's obligations hereunder or is in violation of any City ethics ordinances where termination is set forth as the remedy in the ordinance.

20.3 Termination by City for Convenience. Either party may terminate this Agreement at any time, without cause, by providing the other party with thirty (30) days prior written notice. The termination shall be effective at the end of the 30th business day after such notice has been received by the other party (the "Termination Date"). City shall pay all Fees accrued for the Services performed through the Termination Date. Each party will use reasonable efforts to mitigate Fees, expenses and costs in the event of such termination.

20.4 Termination for Lack of Appropriations. This Agreement is contingent upon the appropriation of funds to fulfill its requirements. Provider's obligation shall cease immediately without penalty or future payment being required if, in any fiscal year, the City Council or other governmental funding source fails to appropriate funds for the Services; provided, however, that City's signature on this Agreement and issuance of a purchase order shall signify to Provider that all funds for the Services have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, (a) City agrees to pay for all Services performed by Provider prior to Provider's receipt of City's written notice of non-appropriations and (b) City's issuance of a purchase order to Provider is City's representation to Provider that funds for that purchase have been fully appropriated and are presently available.

**20.5 Effect of Termination.** Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination or (b) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Provider shall immediately: (a) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (b) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (c) comply with all other reasonable requests from City regarding the terminated Services; and (d) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

**20.6** Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

## **21. Dispute Resolution.**

**21.1** In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "dispute"), the Parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President or equivalent to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may be initiated by a party until either Vice President or equivalent concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The Parties shall refrain from exercising any termination right while the Parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure such breach and pursues the cure in good faith.

**21.2 Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

**21.2 Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

**21.3 Equitable Remedies.** Either party may seek a preliminary or permanent, mandatory or prohibitory, injunction or such other order of a court of competent jurisdiction, as permitted under law or equity.

## 22. General.

22.1 Division of Agreement. The division of this Agreement into sections, subsections and exhibits, the division of exhibits of this Agreement into sections and subsections, and the insertion of headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

22.2 References. Unless otherwise provided to the contrary: (a) all references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years, (b) any reference to a "Section," or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; and (c) any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive. Whenever the term "good faith" is used with respect to a performance obligation of a Party, it will be deemed to mean that such Party will use commercially reasonable efforts on a diligent basis (and the Party may act in its own self-interest). References to "\$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

22.3 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services. To the extent export laws and regulations of the United States applies to Services under the Agreement, City agrees to use its best efforts to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations).

22.4 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

22.5 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

22.6 Assignment. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Provider, Provider may not assign this Agreement without City's prior written consent.

22.7 Publicity. Provider may orally refer to City as a customer in sales presentations and activities. Upon written consent from City, Provider may refer to City as a customer in written sales presentations and marketing vehicles.

22.8 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement unless such omission causes the Agreement to fail of its essential purpose.

22.9 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

22.10 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

22.11 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning including, without limitation, software licenses and warranty obligations shall survive the expiration or termination of this Agreement.

22.12 Independent Providers. Provider is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

22.13 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

22.14 Unauthorized Goods or Services. Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Provider. Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the

City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

22.15 Entire Agreement. This Agreement, including all Exhibits and Addenda thereto, supersedes all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Change Documents. NEITHER PARTY MAY UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY THE OTHER PARTY AND IS OF NO FORCE OR EFFECT. It is expressly agreed that the terms of this Agreement and any Statement of Work shall supersede the terms in any purchase order or other non-Provider document and no terms included in any such purchase order or other non-Provider document shall apply to the Services.

[Signatures on Following Page.]

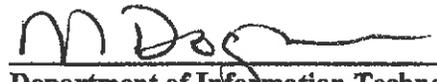
The Parties, by authorized representatives, have executed this Agreement as of the Effective Date.

City of Atlanta

[Provider - See following page for signature block options. If the Provider is a Joint Venture, all Joint Venturers should be signatories.]

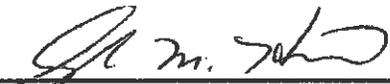
  
Mayor

  
Municipal Clerk (Seal)  
FORIS WEBB III  
Approved: DEPUTY MUNICIPAL CLERK

  
Department of Information Technology

  
Chief Procurement Officer

Approved as to form:

  
City Attorney  
SR. ASST. CITY ATTORNEY

**Signature Block Options for Provider:**

**Corporate signature:**

[Insert Corporate Name]

Oracle America, Inc.

By: Theresa Agee by Ariel Coz

Name: Theresa L. Agee

Title: Manager, NA Support Services Contracts

Corporate Secretary/Assistant Secretary (Seal)

**Limited Liability Company:**

[Insert LLC Name]

By: Merien Rouse

Name: Merien Rouse

Title: Business Manager

NOTARY PUBLIC  
MERIEN ROUSE  
DEKALB COUNTY, GA  
MY COMMISSION EXPIRES ON  
THE 7TH DAY OF AUGUST, 2015

Notary Public (Seal)

My Commission Expires: AUGUST 7, 2015

CoA Tracking Number: SS-5983-PL



**CITY OF ATLANTA AFFIDAVIT  
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT  
SUBMITTED TO DEPARTMENT OF PROCUREMENT**

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: David T. Atkins

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1)  I am a United States Citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* All non-citizens must provide their Alien Registration Number below.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

*State of California / County of Santa Clara*  
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

*[Signature]*

8/28/12

*28th* DAY OF *August*, 20*12* by *[Signature]*

Printed Name:

David T. Atkins

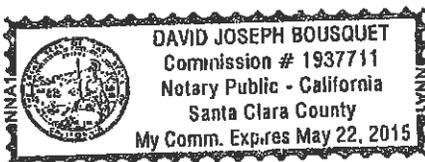
Who proved to me on the basis of satisfactory evidence to be the person/who appeared before me.

NOTARY PUBLIC

My commission expires: 5-22-2015

\* \_\_\_\_\_  
Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



Attachment: Oracle consolidation agreement\_SS-5983-PL (13-R-3258 : A Resolution authorizing execution of FY14 Renewal (consolidation)

CoA Tracking Number: SS-5983-PL

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

180298 Federal Work Authorization User Identification Number      15-Jan-2009 Date of Authorization

Name of Contractor: Oracle America, Inc.

Name of Project: SS-5983-PL ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on August, 28, 2012 in Santa Clara (city), CA (state)

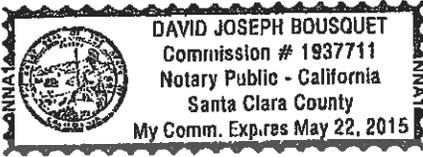
[Signature]  
Signature of Authorized Officer or Agent

David T. Atkins, Contracts Manager  
Printed name and Title of Authorized Officer or Agent

State of California County of Santa Clara,  
SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE 28<sup>th</sup> DAY OF August, 2012 by David T. Atkins,

Who proved to me on t  
of satisfactory evidenc  
the person(s) who app  
before me.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 5-22-2015



Attachment: Oracle consolidation agreement\_SS-5983-PL (13-R-3258 : A Resolution authorizing execution of FY14 Renewal (consolidation)

**EXHIBIT A**

**DEFINITIONS**

When used in the Contact Documents, the following capitalized terms have the following meanings:

**"Applicable Law"** means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments, including those which specifically relate to: (a) the business of City; (b) the business of Provider or Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

**"Code"** means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

**"Confidential Information"** means all information identified at the time of disclosure as confidential, which is required for the performance of obligations under this Agreement, including, but not limited to, non-public Personal Data, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business activities or operations, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (a) information of a Party to which the other has had or will have access; (b) information of a Third Party, including customers and suppliers; (c) information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (d) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

**"Contract Documents"** include this Agreement and the exhibits, appendices and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

**"Deliverables"** means the tangible and intangible materials required to be delivered by Provider to City pursuant to this Agreement and any applicable Statement of Work.

**“Documentation”** means all information, data, descriptive materials, Software source code, technical materials, all approved specifications, Service Level descriptions and details, operational, functional and supervisory reference guides, manuals and all other information, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, provided, used or otherwise available by or from Provider or Provider’s suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder.

**“Fees”** means the amounts payable by City to Provider under this Agreement and any Statement of Work.

**“Force Majeure Event(s)”** means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

**“Master Maximum Payment”** means the aggregate compensation agreed to by the Parties under the Agreement.

**“Party”** or **“Parties”** means City and/or Provider.

**“Person”** means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

**“Personal Data”** means data which relate to a living individual who can be identified: (a) from those data or (b) from those data and other information which is in the possession of, or is likely to come into the possession of Provider, and includes any expression of opinion about the individual and any indication of the intentions of Provider or any other person in respect of the individual.

**“Provider Personnel”** means and refers to Provider employees or subcontractors hired and maintained to perform Services hereunder.

**“Requirements”** means and refers to any and all documentation, conditions, considerations and other criteria, terms or conditions that Provider has agreed in this Agreement or any Statement of Work to provide or comply with in providing Services and otherwise performing Provider’s obligations specified in this Agreement or any Statement of Work, including all representations, warranties, Service Levels and other specifically identified requirements applicable to a Statement of Work (e.g., functional or operational), as well as all Documentation delivered by Provider as required by a Statement of Work during the course of performing the Services and obligations in accordance with and as contemplated by the specific terms and conditions of this Agreement.

**“Service Level”** means and refers to the specific level of performance Provider is required to comply with and adhere to in providing the Services in conformity with the Requirements and which meet or exceed the quantitative and qualitative Service Levels, if any, set forth in a Statement of Work.

“Services” includes the services, functions, responsibilities, activities, tasks, Work Product and projects to be performed and developed by Provider as set forth in this Agreement and any Statement of Work.

“Third Party” means a Person other than the Parties.

“Third Party Claim” means any claim, demand, action, cause of action or other proceeding asserted by a Person other than a Party or such Party’s affiliates, whether by legal process or otherwise.

“Third Party Works” means any material created or supplied by a third Party.

“Work Product” means any work product, creation, material, software, computer programs, images, audio, video or other items including all Deliverables and Documentation created by Provider or Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

**EXHIBIT B****STATEMENT OF WORK**

Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on June 13, 2013.

City shall have the right in its sole discretion to renew this Agreement for two (2) additional one-year terms in accordance with the procedures stated in Section 2 of the Agreement.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated into this Statement of Work, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support has been ordered. The City may access the current version of the technical support policies at <http://oracle.com/contracts>.

Attached is the list of programs for which the City has ordered technical support under this Agreement.

City of Atlanta Oracle Support Renewal Consolidation FY13

#5159263

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	4-10-75	Oracle Database Enterprise Edition - Nat	30-Jun-13	18090578	20	FULL USE	20	8586411	\$ 1,830.33

# 2111104

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	User Productivity Kit Standard - UPK Del	30-Jun-13	15322479	2	FULL	2	8135686	\$ 7,485.16

# 2086579

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Procurement Contracts - Purchasing Use	30-Jun-13	14369264	10	FULL USE	10	7896622	\$ 3,343.12
2	1-Jul-12	E-Business Suite Professional User - Prof	30-Jun-13	14369264	120	FULL USE	120	7896622	\$ 26,767.64
3	1-Jul-12	Internet Application Server Enterprise E	30-Jun-13	14369264	10	FULL USE	10	7896622	\$ 11,153.15
4	1-Jul-12	Oracle Balanced Scorecard - Application	30-Jun-13	14369264	20	FULL USE	20	7896622	\$ 2,225.09
5	1-Jul-12	Oracle Grants - Application User Perpetu	30-Jun-13	14369264	5	FULL USE	5	7896622	\$ 1,113.88
6	1-Jul-12	Recruitment - Person Perpetual	30-Jun-13	14369264	7809	FULL USE	7809	7896622	\$ 21,773.79
7	1-Jul-12	Services Procurement - Purchasing User	30-Jun-13	14369264	10	FULL USE	10	7896622	\$ 2,227.78
8	1-Jul-12	Sourcing - Application User Perpetual	30-Jun-13	14369264	5	FULL USE	5	7896622	\$ 5,576.52
9	1-Jul-12	E-Business Suite Employee User - Emplo	30-Jun-13	14369264	7689	FULL USE	7689	7896622	\$ 171,513.10
10	1-Jul-12	Oracle Self-Service Tutor for Application	30-Jun-13	14369264	7689	FULL USE	7689	7896622	\$ 8,575.64
11	1-Jul-12	Internet Developer Suite - Named User	30-Jun-13	14369264	5	FULL USE	5	7896622	\$ 1,394.21
12	1-Jul-12	Activity Based Management - Financials	30-Jun-13	14369264	40	FULL USE	40	7896622	\$ 2,665.57
13	1-Jul-12	iLearning - Trainee Perpetual	30-Jun-13	14369264	100	FULL USE	100	7896622	\$ 167.35
14	1-Jul-12	Oracle Tutor for Applications - Applicati	30-Jun-13	14369264	120	FULL USE	120	7896622	\$ 3,312.48
15	1-Jul-12	Payroll - Person Perpetual	30-Jun-13	14369264	15655	FULL USE	15655	7896622	\$ 52,380.69
									\$ 314,190.01

# 2710958

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Oracle Financials - Enterprise \$M in Op	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 107,213.67
2	1-Jul-12	Oracle Purchasing - Enterprise \$M in Op	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 21,770.45
3	1-Jul-12	Oracle Sourcing for Oracle Purchasing -	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 29,729.55
4	1-Jul-12	Oracle Procurement Contracts for Oracle	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 19,897.73
5	1-Jul-12	Oracle iSupplier Portal for Oracle Purcha	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 27,856.83
6	1-Jul-12	Oracle Advanced Benefits - Enterprise E	30-Jun-13	15849484	8600	FULL USE	8600	8275036	\$ 17,775.00
7	1-Jul-12	Oracle Human Resources - Enterprise En	30-Jun-13	15849484	8600	FULL USE	8600	8275036	\$ 37,919.95

8	1-Jul-12	Oracle Property Manager - Enterprise \$	30-Jun-13	15849484	1390	FULL USE	1390	8275036	\$ 13,811.38
9	1-Jul-12	Oracle Grants - Application User Perpetu	30-Jun-13	15849484	153	FULL USE	153	8275036	\$ 31,193.51
									\$ 307,168.07

# 2118646

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Oracle Database Standard Edition - Proc	30-Jun-13	14416534	6	FULL USE	6	7912482	\$ 16,303.32
2	1-Jul-12	Tuning Pack - Processor Perpetual	30-Jun-13	14416534	4	FULL USE	4	7912482	\$ 2,173.78
3	1-Jul-12	Change Management Pack - Processor P	30-Jun-13	14416534	4	FULL USE	4	7912482	\$ 2,173.78
4	1-Jul-12	Programmer - Named User Plus Perpetu	30-Jun-13	14416534	2	FULL USE	2	7912482	\$ 362.29
5	1-Jul-12	Oracle Database Enterprise Edition - Pro	30-Jun-13	14416534	4	FULL USE	4	7912482	\$ 28,983.68
6	1-Jul-12	Internet Developer Suite - Named User P	30-Jun-13	14416534	2	FULL USE	2	7912482	\$ 1,811.50
7	1-Jul-12	Internet Application Server Enterprise E	30-Jun-13	14416534	2	FULL USE	2	7912482	\$ 7,245.92
8	1-Jul-12	Diagnostics Pack - Processor Perpetual	30-Jun-13	14416534	4	FULL USE	4	7912482	\$ 2,173.79
									\$ 61,228.06

# 2016306

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Real Application Clusters - Processor Per	30-Jun-13	14836867	16	FULL USE	16	8078705	\$ 51,949.87

# 5075509

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Oracle Database Enterprise Edition - Nat	30-Jun-13	17968254	20	FULL USE	20	8563747	\$ 1,680.46

# 1979798

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Oracle Database Enterprise Edition - Pro	30-Jun-13	14734236	10	FULL USE	10	8041667	\$ 53,214.30
2	1-Jul-12	Real Application Clusters - Processor Per	30-Jun-13	14734236	8	FULL USE	8	8041667	\$ 21,285.71
3	1-Jul-12	Diagnostics Pack - Processor Perpetual	30-Jun-13	14734236	10	FULL USE	10	8041667	\$ 3,991.07
4	1-Jul-12	Tuning Pack - Processor Perpetual	30-Jun-13	14734236	10	FULL USE	10	8041667	\$ 3,991.07
5	1-Jul-12	Change Management Pack - Processor P	30-Jun-13	14734236	10	FULL USE	10	8041667	\$ 3,991.07
6	1-Jul-12	Configuration Management Pack - Proce	30-Jun-13	14734236	10	FULL USE	10	8041667	\$ 3,991.07
7	1-Jul-12	Internet Application Server Enterprise E	30-Jun-13	14734236	2	FULL USE	2	8041667	\$ 5,549.93
8	1-Jul-12	Oracle Email Center - Workstation Perpe	30-Jun-13	16117500	85	LIMITED USE C	85	8432770	\$ 14,237.85
9	1-Jul-12	Oracle Scripting - Workstation Perpetua	30-Jun-13	16117500	85	LIMITED USE C	85	8432770	\$ 4,311.70
10	1-Jul-12	Oracle Teleservice - Application User Pe	30-Jun-13	16117500	85	LIMITED USE C	85	8432770	\$ 28,506.69
11	1-Jul-12	Oracle Advanced Inbound Telephony - V	30-Jun-13	16117500	85	LIMITED USE C	85	8432770	\$ 7,103.42
									\$ 150,173.88

# 5087327

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	1-Jul-12	Oracle Database Enterprise Edition - Pro	30-Jun-13	17988566	2	FULL USE	2	8566875	\$ 4,754.42
2	1-Jul-12	Tuning Pack - Processor Perpetual	30-Jun-13	17988566	2	FULL USE	2	8566875	\$ 314.90
3	1-Jul-12	Diagnostics Pack - Processor Perpetual	30-Jun-13	17988566	2	FULL USE	2	8566875	\$ 315.77
									\$ 5,385.09

# 4370085

Line	Start Date	Item Name	End Date	CSI Number	No of Users	License Type	License Quant	Order Num	Final Price
1	25-Aug-12	Oracle Database Enterprise Edition - Pro	30-Jun-13	17543043	82	FULL USE	82	8507692	\$ 242,387.95
2	25-Aug-12	Oracle Database Enterprise Edition - Nat	30-Jun-13	17543043	1050	FULL USE	1050	8507692	\$ 62,074.97
3	25-Aug-12	Spatial - Processor Perpetual	30-Jun-13	17543043	4	FULL USE	4	8507692	\$ 2,955.94
									\$ 307,418.86

Total for Purchase Order FY13 \$ 1,208,505.79

EXHIBIT C  
AUTHORIZING LEGISLATION

D-1

12-R-0824  
(Do Not Write Above This Line)

<p><b>A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE</b></p> <p>A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SOLE SOURCE AGREEMENT CONTRACT NUMBER SS-5983-PL PURSUANT TO SECTION 2-1197, ET SEQ. WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR WITH FOUR (4) ONE-YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED EIGHT THOUSAND, FIVE HUNDRED NINE DOLLARS AND SEVENTY-NINE CENTS (\$1,208,509.79). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM Fund, Department, Organization and Account number 1001 (GENERAL FUND) 050101 (CHIEF INFORMATION OFFICER) 5222002. (REPAIR &amp; MAINTENANCE EQUIPMENT) 15350000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS); AND FOR OTHER PURPOSES.</p> <p><i>Submitted</i></p> <p><input type="checkbox"/> CONSENT REFER</p> <p><input type="checkbox"/> REGULAR REPORT REFER</p> <p><input type="checkbox"/> ADVERTISE &amp; REFER</p> <p><input type="checkbox"/> 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ &amp; REFER</p> <p><input type="checkbox"/> PERSONAL PAPER REFER</p> <p>Date Referred: _____</p> <p>Referred To: _____</p> <p>Date Referred: _____</p> <p>Referred To: _____</p> <p>Date Referred: _____</p> <p>Referred To: _____</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Referred To _____</p>	<p>First Reading</p> <p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Referred To _____</p>	<p>FINAL COUNCIL ACTION</p> <p><input type="checkbox"/> 2<sup>nd</sup> <input type="checkbox"/> 1<sup>st</sup> &amp; 2<sup>nd</sup> <input type="checkbox"/> 3<sup>rd</sup></p> <p>Readings</p> <p><input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> R/C Vote</p> <p>CERTIFIED</p> <p><i>[Signature]</i></p> <p>JUN 18 2012</p> <p><i>[Signature]</i></p> <p>MAYOR'S ACTION</p>
<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>ADOPTED BY</p> <p>JUN 18 2012</p> <p>COUNCIL</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p>	<p>Refer To _____</p>

CITY COUNCIL  
ATLANTA, GEORGIA

A SUBSTITUTE RESOLUTION  
BY FINANCE/ EXECUTIVE COMMITTEE

12-R-0824

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SOLE SOURCE AGREEMENT CONTRACT NUMBER SS-5983-PL PURSUANT TO SECTION 2-1191, ET SEQ., WITH ORACLE AMERICA, INC., FOR ORACLE DATABASE AND APPLICATION SOFTWARE MAINTENANCE AND SUPPORT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR ONE (1) YEAR WITH FOUR (4) ONE-YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED EIGHT THOUSAND, FIVE HUNDRED NINE DOLLARS AND SEVENTY-NINE CENTS (\$1,208,509.79); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5213001 (CONSULTING/PROFESSIONAL SERVICES-TECHNICAL) 15350000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS) [\$873,884.60]; 5051 (WATER AND WASTEWATER REVENUE FUND) 170113 (DWM INFORMATION SYSTEMS) 5213001 (CONSULTING/PROFESSIONAL SERVICES-TECHNICAL) 15350000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS) [\$230,102.78]; 5501 (AIRPORT REVENUE FUND) 180107 (DEPARTMENT OF AVIATION, AVIATION INFORMATION SERVICES) 5213001 (CONSULTING/PROFESSIONAL SERVICES-TECHNICAL) 15350000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS)[\$104,522.41]; AND FOR OTHER PURPOSES.

WHEREAS, since 2002 various Information Technology departments within City of Atlanta ("City") have licensed and used Oracle databases with certain applications; and

WHEREAS, in 2005 the City utilized cooperative purchasing agreements to purchase various components of an Enterprise Resource Planning System from Oracle that included database and application software licenses, maintenance and support which was purchased through approximately ten (10) contracts (executed independently among the three enterprise funds) that expired at various times; and

WHEREAS, it is in the City's best interest to combine all Oracle database and application maintenance and support contracts used throughout the City into a single contract for ease of billing and payment, and to avoid lapses in service; and

WHEREAS, the Cooperative Purchasing agreements used to procure maintenance and support services for Oracle software are no longer available and the Chief Procurement Officer has determined that Oracle is a Sole Source as defined in Atlanta City Code Section 2-1191; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend entering into Sole Source Agreement Contract Number SS-5983-PL pursuant



to Section 2-1191, *et seq.*, with Oracle America, Inc., for Oracle database and application maintenance and support, on behalf of the Department Of Information Technology, in an amount not to exceed One Million, Two Hundred Eight Thousand, Five Hundred Nine Dollars And Seventy-Nine Cents (\$1,208,509.79).

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor is hereby authorized to execute Sole Source Agreement Contract Number SS-5983-PL pursuant to Section 2-1191, *et seq.*, with Oracle America, Inc., for Oracle database and application maintenance and support, on behalf of the Department Of Information Technology, in an amount not to exceed One Million, Two Hundred Eight Thousand, Five Hundred Nine Dollars And Seventy-Nine Cents (\$1,208,509.79), to be charged to and paid from fund, department organization and account numbers 1001 (General Fund) 050211 (IT Network Management) 5213001 (Consulting/Professional Services-Technical) 15350000 (Data Processing/Management Information Systems) [**\$873,884.60**]; 5051 (Water And Wastewater Revenue Fund) 170113 (DWM Information Systems) 5213001 (Consulting/Professional Services-Technical) 15350000 (Data Processing/Management Information Systems) [**\$230,102.78**]; 5501 (Airport Revenue Fund) 180107 (Department Of Aviation, Aviation Information Services) 5213001 (Consulting/Professional Services-Technical) 15350000 (Data Processing/Management Information Systems)[**\$104,522.41**].

**BE IT FURTHER RESOLVED,** that said agreement shall be for a period of one (1) years with four (4) one-year renewal options.

**BE IT FURTHER RESOLVED,** that the funding of the Agreement shall be subject to and expressly contingent upon the City's adoption and approval of the FY 2013 budget and the appropriation of sufficient funds to the associated funding sources.

**BE IT FURTHER RESOLVED,** that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare the appropriate agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED,** that the agreement will not become binding upon the City, and the City shall incur no liability upon same until contract has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Oracle America, Inc.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

June 18, 2012  
June 27, 2012

APPENDIX A  
OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS  
N/A

APPENDIX B  
INSURANCE AND BONDING REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services 1732 North First Street, Suite 400 San Jose, CA 95112 Attn: Connie Cano 408-467-5657	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No):		
	<b>E-MAIL ADDRESS:</b> <b>ADDRESS:</b>		
J15599-CAS-12-13  <b>INSURED</b> Oracle Corporation Attn: Bruce Cochran 600 Oracle Parkway MS50P664 Redwood Shores, CA 94065	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA		19445
	<b>INSURER B:</b> Safety National Casualty Corp.		15105
	<b>INSURER C:</b> N/A		N/A
	<b>INSURER D:</b> N/A		N/A
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002343587-01      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL4406453	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE: \$ PER POLICY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA4982807 (AOS) CA4982808 (MA)	06/01/2012 06/01/2012	06/01/2013 06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR Value: Per Policy \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	LDM0500082 P80500081(WI)	04/01/2012 04/01/2012	04/01/2013 04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate of insurance is issued for evidence purposes only.

<b>CERTIFICATE HOLDER</b> City of Atlanta 55 Trinity Ave Suite G-700 Atlanta, GA 30303	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Connie M. Cano
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Attachment: Oracle consolidation agreement\_SS-5983-PL (13-R-3258 : A Resolution authorizing execution of FY14 Renewal (consolidation))



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 06/01/2012 forms a part of

policy No. GL 440-64-53 issued to ORACLE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

  
 \_\_\_\_\_  
 Authorized Representative or  
 Countersignature (In States Where  
 Applicable)