



BOARD OF COUNTY COMMISSIONERS

DATE: February 22, 2011

AGENDA ITEM NO. 17

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Purchase Approval – Oracle Software Licenses and Maintenance Support

Department:

Business Technology Services / Oracle Business Applications Executive Committee / Purchasing

Staff Member Responsible:

Paul Alexander / Claretha Harris / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE AGREEMENT (GENERAL SERVICES ADMINISTRATION AGREEMENT AND ORDER DOCUMENT) FOR SOFTWARE LICENSES AND MAINTENANCE WITH ORACLE AMERICA, INC (ORACLE), RESTON, VIRGINIA.

IT IS FURTHER RECOMMENDED AFTER PROPER EXECUTION OF THE AGREEMENTS BY THE CONTRACTOR, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On January 5, 2010, and on behalf of the Oracle Business Applications Executive Committee (OBAEC), the Board of County Commissioners approved the final negotiated contract for implementation software services with the number one ranked firm, AST; and approved the final negotiated contract for software licenses and maintenance support with Oracle. Both of these actions were in support of the Oracle Project Unified Solution (OPUS) project, a strategic initiative for changing how the County operates and conducts business across the enterprise in the areas of Human Resources, Purchasing, Time Entry & Payroll, Budgeting, Financial Expenditures and Revenues. The value of the AST contract for implementation services was a not-to-exceed amount of \$7,600,806. The value of the Oracle contract for software licenses and first-year annual maintenance support was \$6,396,334. The total estimated expenditure for the OPUS project was \$17,100,000 which has been fully funded, and includes project staff and operating expenses, hardware, licensing, quality assurance and oversight, backfilling of key positions, implementation services, and project contingency.

Since approval of the OPUS project, Phase 1A has been completed for the implementation of Human Resources, Advanced Benefits (including on-line benefits enrollment), and an expanded / re-designed Chart of Accounts. Phase 1B will be completed by the end of February for Payroll, Time and Labor, Self-Service Human Resources (for employees and managers), and Learning Management. The project is on schedule and on budget. Currently, the OPUS team is base-lining the project schedule for the remaining phases of the OPUS project, which will include the Financials, Projects, Assets, Procurement, Budgeting, Performance Scorecard, Business Intelligence, and Reporting. In completing this remaining scope of work, the following additional software licenses are required to fully leverage the initial investment made with Oracle and the business goals of the OPUS project.

Hyperion Public Sector Planning & Budgeting / Financial Data Manager (FDQM) / Financial Data Manager Adapter

At the time of the initial OPUS software purchase, the only 'Public Sector' Planning & Budgeting software that Oracle had available was being discontinued. Oracle had recently acquired Hyperion (an industry leader), and the County chose to leverage the Hyperion Planning & Budgeting software, which at the time was the closest fit to our business requirements even though it was aligned more with the private sector. Since that time, Oracle now offers a Hyperion 'Public Sector' version of the software we initially purchased, and which does align very well with our business requirements. Oracle has agreed to give the County full credit for our initial purchase towards this new 'Public Sector' product. The supporting products include the Financial Data Manager and Financial Data Manager Adaptor, which integrates the Hyperion software to the e-Business suite more effectively than developing in-house custom interfaces.

Collectively, these software modules enable advanced multi-user financial and budget analysis functions that will be leveraged throughout the County to support the annual budget planning, analysis and reporting processes. The modules fully integrate with the Oracle e-Business Suite and the core OPUS software platform, and enforce data integrity, quality, and error checking.

User Productivity Kit (UPK)

UPK is an advanced multi-media tool that has been used very effectively by the OPUS team to develop computer based training content for the implementation of Phase 1A and Phase 1B. The initial software purchase included six (6) licenses, but the demand has far exceeded what was purchased. Additionally, there has been wide-spread interest throughout the enterprise in leveraging this product for projects such as JUSTICE CCMS and others. The project team anticipated the need for additional licenses, and as such, the initial Oracle contract placed this product on a price-hold for two (2) years at the highly-discounted pricing we received at the time of our initial software purchase. In completing the remaining scope of work, the OPUS team requires eighteen (18) additional licenses of UPK that will be leveraged for completion of the project, ongoing training for OPUS, and throughout the enterprise at-large.

Oracle Application Testing Suite (OATS)

OATS is a multi-function testing tool that significantly improves efficiencies by automating various testing functions. Up to this point, the OPUS team has been using a trial version of this software, and has validated the efficiencies it provides to reduce repetitive user testing, system load / stress testing, and ongoing regression testing. As an example, the OPUS production support team will continue to receive bi-weekly updates to the operating systems. Without OATS, staff would have to test each update to ensure that it does not compromise the functionality of the OPUS software. With OATS, this will be automated while reporting the test results to the staff. While this testing suite is needed to support OPUS, the County does anticipate that OATS may support the testing requirements of other web-based systems throughout the enterprise.

Oracle Project Management (OPM)

OPM is a fully integrated component of the Oracle e-Business Suite that is designed to support all projects (including capital improvement projects), and that provides County project managers the visibility and controls needed to deliver their projects successfully. All elements of the project lifecycle including budget planning, cost forecasting, revenue projections, issue management, change requests, and project performance are integrated and stored in one repository, enabling project managers to operate more efficiently and effectively. The OPUS team did anticipate the need for this software module, and as such, the initial Oracle contract placed this product on price-hold for two (2) years at the highly-discounted pricing we received at the time of our initial software purchase. While this software will not be leveraged until a later phase of the project, it is being purchased now to enable a higher discount on the products above.

Fiscal Impact/Cost/Revenue Summary:

Funding is available in the OPUS project budget to support the full purchase price of the software licenses and first-year maintenance. With this purchase, the OPUS project budget is projected to access \$69,000 from budgeted contingency funds. Remaining contingency funds would total \$2.16M. Starting on the first renewal, the annual maintenance and support will be funded through BTS operating funds and budgeted accordingly.

Total cost of the software licenses and first-year maintenance and support: \$511,879.52

Total cost of recurring annual maintenance and support starting year-two: \$101,696.43

Note: The annual maintenance and support includes such things as major upgrades, new software functionality, minor updates / patches / software fixes, operating system updates, financial system updates including changes in tax law, and remote technical support / help desk.

Exhibits / Attachments:

Contract Review
Oracle Software Order Document



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

PROJECT: Oracle Software Purchase

BID NUMBER: _____ **REQ. NUMBER:** _____

TYPE: Purchase Contract Other: _____ Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: _____ **PRODUCT ONLY**
This is an annual contract. Estimated Expenditure: _____

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director	3/1/11	<i>J. Lauro</i>	What is breakdown for each license and do you not want that?	
2.	BTS. Paul Alexander, Director	2/10/11	<i>PTA</i>	breakdown original memo	

Using Dept please provide below information:
 Yes, funding for this requisition is using grant Funding. No, funding for this requisition is not using grant Funding.
 If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Will Davis (Check applicable box at right)	2/10/11	<i>Will Davis</i>		HIGH RISK <input checked="" type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	2/11/11	<i>CBW</i>		
5.	Asst. County Administrator Attn: M. Woodard	2/10/11	<i>MW</i>		
6.	Legal Attn: Michelle Wallace	2/10/11	<i>MW</i>		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: _____ at Extension _____
 In order to meet the following schedule, please return your requirements to Purchasing by: _____

Revised 08/2010

TENTATIVE DATES
Bid Mail Out:
Bid Opening:
Purchasing Director Approval:



Ordering Document

Your Name: Pinellas County Government

Your Location: 400 S. Ft. Harrison Ave.
Clearwater, FL 33756

ORACLE CONTRACT INFORMATION

Agreement: US Government Agreement (F)

Agreement Name: GS-35F-0009T (CP)

This ordering document incorporates by reference the terms of GSA Contract No. GS-35F-0009T ("agreement"). The following defined and capitalized terms in the agreement shall have the same meaning as the corresponding noncapitalized terms in this ordering document as follows: "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation" and "program documentation"; and "Ordering Document" and "ordering document". The terms "you"/"your" in this ordering document refer to and have the same meaning as the term "ordering activity" in the agreement.

A. DESCRIPTION OF FEES FOR ORDERED PROGRAMS AND SERVICES

Listed below is a summary of net fees due under the ordering document. All fees on this ordering document are in US Dollars.

The program licenses and 12 months of technical support services described below are hereby ordered:

License Summary	
Product Description / License Type	Quantity
Functional Testing - Named User Plus Perpetual	5
Functional Testing Accelerator for E-Business Suite - Named User Plus Perpetual	5
Functional Testing Accelerator for Web Services - Named User Plus Perpetual	5
*◇Hyperion Financial Data Quality Management - Enterprise \$M in Operating Budget Perpetual	1650
*◇Hyperion Financial Data Quality Management Adapter Suite - Enterprise \$M in Operating Budget Perpetual	1650
*Oracle Hyperion Public Sector Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual	1650
Load Testing - Named User Plus Perpetual	1000
Load Testing Accelerator for E-Business Suite - Named User Plus Perpetual	500
Load Testing Accelerator for Web Services - Named User Plus Perpetual	100
Load Testing Controller - Processor Perpetual	2
Oracle Load Testing Accelerator for Application Development Framework Applications - Named User Plus Perpetual	100
Oracle Functional Testing Accelerator for Application Development Framework Applications - Named User Plus Perpetual	5
*+Oracle Project Management - Enterprise \$M in Operating Budget Perpetual	1650
Test Manager - Named User Plus Perpetual	5
+User Productivity Kit - UPK Developer Perpetual	18

License Upgrade			
List to List Existing Licenses (Terminated)	CSI	Quantity	Upgraded Licenses (New)
Hyperion Workforce Planning Enterprise \$M in Operating Budget Perpetual	16708575	1650	Oracle Hyperion Public Sector Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual

List to List Migrated Licenses (New)	Quantity
*Oracle Hyperion Public Sector Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual License Software Update License & Support	1650

New Licenses	
Product Description / License Type	Quantity
+User Productivity Kit - UPK Developer Perpetual License Software Update License & Support	18
Load Testing Controller - Processor Perpetual License Software Update License & Support	2
Load Testing - Named User Plus Perpetual License Software Update License & Support	1000
Load Testing Accelerator for E-Business Suite - Named User Plus Perpetual License Software Update License & Support	500
Oracle Load Testing Accelerator for Application Development Framework Applications - Named User Plus Perpetual License Software Update License & Support	100
Load Testing Accelerator for Web Services - Named User Plus Perpetual License Software Update License & Support	100
Functional Testing Accelerator for E-Business Suite - Named User Plus Perpetual License Software Update License & Support	5
Oracle Functional Testing Accelerator for Application Development Framework Applications - Named User Plus Perpetual License Software Update License & Support	5
Functional Testing Accelerator for Web Services - Named User Plus Perpetual License Software Update License & Support	5
Functional Testing - Named User Plus Perpetual License Software Update License & Support	5

New Licenses	
Product Description / License Type	Quantity
Test Manager - Named User Plus Perpetual License Software Update License & Support	5

Enterprise Programs	
Product Description / License Type	Quantity
*◇Hyperion Financial Data Quality Management - Enterprise \$M in Operating Budget Perpetual License Software Update License & Support	1650
*◇Hyperion Financial Data Quality Management Adapter Suite - Enterprise \$M in Operating Budget Perpetual License Software Update License & Support	1650
*+Oracle Project Management - Enterprise \$M in Operating Budget Perpetual License Software Update License & Support	1650

- ◇ See section B.2 (limited use programs)
- * See section B.14 (open market items)
- + See section E.4 (pricing pursuant to price hold)

Other Fees		
Back Support Fee	1	4,096.56

Other Fees- Media Packs	Quantity	Net Fee
Oracle E-Business Suite for Linux x86-64	1	0.00
Oracle Enterprise Performance Management for Linux x86-64	1	0.00
Oracle User Productivity Kit Release for MS Windows	1	0.00
Oracle@ Database 11g Media Pack for Linux x86-64	1	0.00
Oracle Business Intelligence Media Pack for Linux x86	1	0.00
Oracle Fusion Middleware 11g Media Pack for Linux x86-64	1	0.00
Oracle@ Enterprise Manager 10g Release 5 Grid Control Media Pack for Linux x86-64	1	0.00
Oracle Enterprise Performance Management Media Pack for Microsoft Windows Itanium (64-bit)	1	0.00
Oracle Enterprise Performance Management Media Pack for Microsoft Windows Itanium (64-bit)	1	0.00

			Net Fee
Oracle Programs License Fees			299,145.90
Oracle Programs Support Fees			65,812.10
List to List Migrated Licenses (New) License Fees			106,940.63
List to List Migrated Licenses (New) Support Fees			35,884.33
Back Support Fee			4,096.56
Total Fees			511,879.52

B. GENERAL TERMS

1. Customer Definition.

For the purposes of this ordering document only, "you" and "your" shall mean the governmental entity listed at the head of this ordering document. "You" and "your" shall have the same meaning as the term "ordering activity" in the agreement.

You designate the governmental entities/governmental offices listed in Exhibit A as "Authorized Users." The Authorized Users are allowed to use the programs listed in section A solely in furtherance of your business operations and subject to the terms of this ordering document and the agreement. You represent that you are responsible for the Authorized Users' failure to comply with the terms, conditions, and obligations, in their use of the programs, set forth in this ordering document and agreement. You will be responsible for any breach of this ordering document and agreement by you or the Authorized Users.

Additionally, you may allow your agents and contractors to use the programs for your business operations, subject to the terms of this ordering document and the agreement. For programs that are specifically designed to allow your customers (including members of the public) and suppliers to interact with you in furtherance of your business operations, such use is allowed under this ordering document.

- 2. Limited Use Programs.** The programs designated with the symbol "◇" in section A are limited to use by you and the Authorized Users to support Pinellas County's planning and budgeting processes.
- 3. Commencement Date.** All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.
- 4. Territory.** The program licenses and services described in section A are for use worldwide, subject to U.S. export laws.
- 5. Payment and Invoicing Terms.**

- a. All fees due under this ordering document shall be paid net 30 days in accordance with the agreement.
- b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.
- c. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.
- d. In addition to the fees listed in section A, Oracle will invoice you for any applicable taxes. If you are exempt for sales tax, Oracle will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle simultaneously with the execution and return of this ordering document. The fees listed in section A are inclusive of any applicable shipping charges.

6. Delivery and Installation.

- a. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and

related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified on the purchasing document or when the purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of the current production release as of the effective date below for 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. The applicable shipping terms for the delivery of tangible media are: FOB Destination.

b. You shall be responsible for installation of the software.

7. **Source Code.** Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.
8. **Segmentation.** The program licenses provided in this ordering document are offered separately from any other proposal for consulting services that Oracle may provide or has provided and do not require the purchase of Oracle consulting services.
9. **Technical Support.** Technical support acquired with your order may be renewed annually and, if you renew technical support for the same number of licenses for the same programs, for the first through third renewal years (support years 2 through 4) the fee for technical support will not increase over the prior year's fees. The fee for technical support for the fourth through seventh renewal years (support years 5 through 8) will not increase by more than 4% over the prior year's fees. Annual technical support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the Technical Support Policies at <http://oracle.com/contracts>. For the purposes of the first renewal year, the amount of the prior year's fee is based on 12 months of technical support and is equal to \$101,696.43.
10. **Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
11. **No Assignment of Orders, Licenses Or Services.** You may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.
12. **Industrial Funding Fee.** The Net Fees in Section A above are inclusive of the Industrial Funding Fee. The Total Net Fees are derived by applying the applicable discount to the associated unit list price, further divided by 0.9925 to accommodate the Industrial Funding Fee, and then multiplied by the applicable quantity.
13. **Open Market Item(s).** The item(s) designated with an asterisk "*" in section A above are not part of the agreement. However, for administrative convenience, you and Oracle agree to add such item(s) to this ordering document and agree that the terms and conditions of the agreement with the exception of the pricing and discount provisions apply to these item(s).

C. ENTERPRISE PROGRAM TERMS

1. **Expansion.**

a. If you exceed your licensed quantity, you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit B. The number of additional program licenses to be ordered shall be equal to the actual dollar amount of the Enterprise Operating Budget in \$M as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit B.

b. The license definitions and program specific terms contained in section D below will apply to program licenses ordered pursuant to this section.

c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

2. Enterprise \$M Operating Budget.

Enterprise \$M Operating Budget is defined as one million U.S. Dollars (\$1,000,000) of your total Primary Government Expense set forth in the Statement of Activities within the Audited Financial Section, Basic Financial Statement Section of the Pinellas County *Comprehensive Annual Financial Report* (CAFR), excluding any extraordinary non-recurring items such as capital expenditures, grants or other one-time expense items arising from an event of Force Majeure (as defined in Section I, paragraph 32 of the agreement).

3. Applicable to programs with the license type of Enterprise \$M Operating Budget.

The value of these program licenses is determined by the amount of Enterprise \$M Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the amount of Enterprise \$M Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Operating Budget is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Operating Budget. In addition, each year 90 days before the anniversary date (defined as January 30th of each year with the first reporting time being January 30, 2012), you are required to report to Oracle the number of Enterprise \$M Operating Budget as of such date.

D. PROGRAM SPECIFIC TERMS FOR THE PEOPLESOFT AND JDE PRODUCT LINES

1. UPK Materials.

For UPK content materials licensed under this ordering document, you represent and warrant that you have a valid license for the underlying program(s). All content materials are published in English language only.

2. UPK Module.

UPK Module is defined as the functional software component described in the product documentation.

3. Additional License Rights.

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

4. License Grant.

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for UPK Employees and/or UPK Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to UPK Employees and/or UPK Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as UPK Employees and/or UPK Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement.

E. OTHER

1. License Summary.

The license summary section provides a comprehensive list of the program licenses that you have ordered pursuant to this ordering document. The license upgrade section in section A describes in further detail the program licenses and associated fees.

2. License Upgrade.

You agree to upgrade licenses previously acquired to new license types and/or program names. The existing licenses to be upgraded are specified in section A in the List to List Existing Licenses (Terminated) column(s) above. These licenses are upgraded to the number of licenses and license types specified in section A in the List to List Migrated Licenses (New) column(s) above. All existing licenses that are being upgraded will be deemed terminated upon execution of this ordering document. If your licensing needs increase in the future, you must purchase any necessary licenses to meet your increased needs. You will not be permitted to reinstate the terminated licenses.

3. **Back Support Fee.**

The back support fee amount as of February 28, 2011 is reflected in section A above and represents an estimate of the back support fee based on the quote validity date. The actual back support fee will be processed as of the effective date of this ordering document.

4. **Pricing Pursuant to Price Hold.**

The pricing for the programs listed in section A above designated with the symbol "+" is granted pursuant to the discounts contained in the ordering document between Pinellas County Government and Oracle dated January 30, 2010.

5. **Types of Partitioning.**

Soft Partitioning :

Soft partitioning segments the operating system using OS recourse managers. The operating system limits the number of CPUs where an Oracle database is running by creating areas where CPU resources are allocated to applications within the same operating system. The database administrator can set the number of CPUs to the number of licensed CPUs. This is a flexible way of managing data processing resources since the CPU capacity can be changed fairly easily, as additional resource is needed. As a result, soft partitioning is not permitted as a means to determine or limit the number of software licenses required for any given server.

Hard Partitioning :

Hard partitioning physically segments a server, by taking a single large server and separating it into distinct smaller systems. Each separated system acts as a physically independent, self-contained server, typically with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network recourses.

6. **Successor Products.**

If Oracle makes successor products available for the Oracle programs ("new software") that includes substantially similar functionality and features as a program for which you have purchased a program license ("old software"), Oracle will provide you with a migration path from the old software to the new software and the right to use the new software under the agreement and this ordering document at no charge, provided that (i) you are current on technical support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating system identified by you at the time of the request; and (iii) Oracle is currently making available, at no charge, such migration path from the old software to the new software to its other supported customers.

If Oracle does not provide to all of its supported customers a migration path from the old software to the new software at no additional charge, then Oracle will provide you with the right to use under the agreement and this ordering document at no additional charge only the functionality and features contained in the new software that is substantially similar to the functionality and features contained in the old software, provided that you shall not have the right to use nor shall it use any additional functionality or features in such new software.

Technical support is provided in accordance with Oracle's Technical Support Policies.

The offer is valid through February 28, 2011, and shall become binding upon execution by you and acceptance by Oracle.

PINELLAS COUNTY GOVERNMENT

ORACLE AMERICA, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Effective Date: _____ (to be completed by Oracle)

OFFICE OF COUNTY ATTORNEY
Michelle Wallace

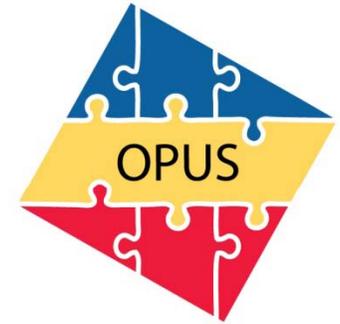
Attorney

**EXHIBIT A
AUTHORIZED USERS**

Board of Pinellas County Commissioners
Pinellas County departments, boards, commissions, and agencies
Pinellas County Special Districts, as defined in Chapters 189 & 191, Florida Statutes
Pinellas County Clerk of the Circuit Court
Property Appraiser for Pinellas County
Public Defender for the 6th Judicial Circuit
Pinellas County Sheriff
Sixth Judicial Circuit
State Attorney for the 6th Judicial Circuit
Supervisor of Elections for Pinellas County
Pinellas County Tax Collector

**EXHIBIT B
EXPANSION**

Program	Metric	Increment	Net Incremental License Fee (\$)	Net Incremental First-Year Software Update License & Support
1. Hyperion Financial Data Quality Management 2. Hyperion Financial Data Quality Management Adapter Suite 3. Oracle Project Management 4. Oracle Hyperion Public Sector Planning and Budgeting	Enterprise \$M in Operating Budget	165	33,516.45	7,373.62



Oracle Project Unified Solution (OPUS)

Board of County Commissioners
Board Meeting
February 22, 2011



Project Recap

- Joint Enterprise Resource Planning (ERP) Project.
- Integrate and consolidate all financial, human resources, and administrative functions under one system.
- Primary Stakeholders: Board of County Commissioners (BCC), Clerk of the Circuit Court, Human Resources (HR), and Business Technology Services (BTS).
- Implementation Services Vendor – AST Corporation
- IV&V Vendor – Sunera LLC

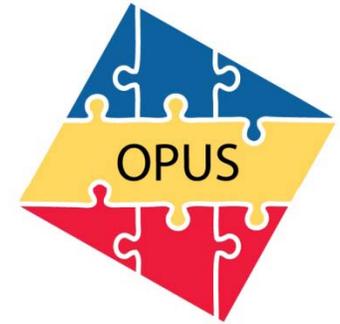


Phase 1A – October 2010

- **Core Human Resources**
 - Upgraded to current Oracle application

- **Oracle Advanced Benefits**
 - Annual Open Enrollment successfully performed by all employees directly into Oracle

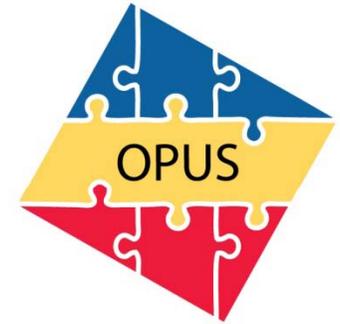
- **Chart of Accounts**
 - Expanded to enhance reporting and tracking of revenues and expenditures



Phase 1B – December 2010

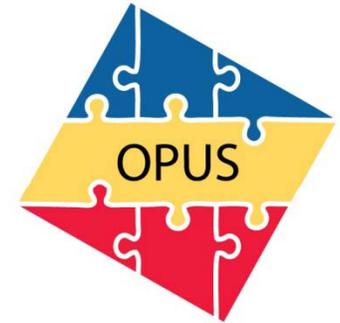
- **Go-Live in 3 Stages (last stage Feb 27)**

- **Employee Self-Service**
 - Time Entry
 - Pay Slips
 - Direct Deposit
 - Leave Requests
 - County Employment History
 - Outside Employment Request
 - Personal Information
 - Emergency Management Survey



Phase 1B – December 2010

- **Manager Self-Service**
 - Electronic Routing & Approvals
 - Pay Actions (Promotions, Transfers, Hires, etc)
 - Performance Appraisals
 - Reporting
- **Learning Management**
 - Training Catalog & Class Registrations
 - Learner History (including Certifications)
- **Payroll & OTL (Time & Labor)**
 - Eliminated duplicate data entry
 - Integration with Human Resources data



Phases 2A and 2B

- **Phase 2A (Financials; Projects; Procurement)**
 - Design & Build in progress
 - Future Process Flows in development
 - Go-Live – July, 2011

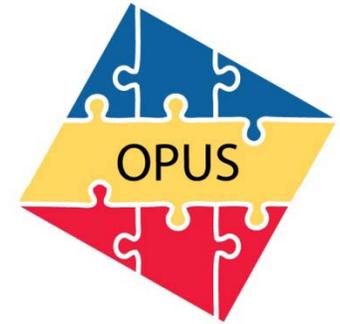
- **Phase 2B (Budgeting; Performance Scorecard; Business Intelligence/Reporting)**
 - Requirements & Gap Analysis in progress
 - Go-Live – July, 2011

Phases 2A and 2B



➤ **BENEFITS**

- Electronic workflow approvals yield expedited processing and align with paperless initiatives
- Integration of modules and single source of data reduces manual entries and facilitates reporting
- Ability to track and report on internal and external costs of CIP projects and grants
- Enhanced ability to create, manage, distribute, and receive competitive bid documents
- Budgeting and expenditure/revenue tracking by program with link to performance measures
- Powerful tools for reporting and analysis across Oracle, Hyperion, and other systems



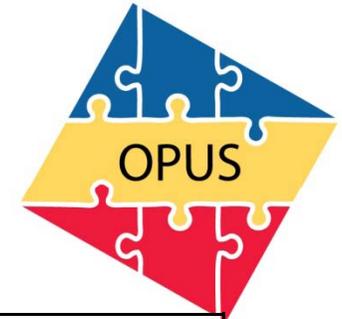
Training & Communications

➤ TRAINING

- Instructor-Led Classroom Training
- On-the-Job Training
- Computer-Based Training (CBT)
- Workshops
- Group Question & Answer Sessions

➤ COMMUNICATIONS

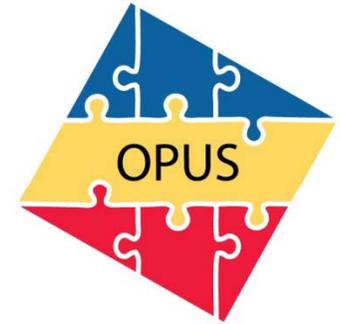
- Department Change Agents
 - Presentations, Staff Meetings, and Email
- OPUS Newsletters (monthly)
- OPUS Web Site: <http://intranet/opus/>



Project Budget

Budgetary Item	Approved	Current Projection
Implementation Services (AST) *	\$7.6 M	\$7.5 M
Oracle Software Licenses	\$3.7 M	\$4.2 M
Hardware (including related software and infrastructure)	\$1.1 M	\$0.9 M
Project Staff and Operating Expenses	\$0.7 M	\$0.7 M
County Staff Backfill & Overtime	\$1.1 M	\$1.1 M
Independent Verification & Validation	\$0.7 M	\$0.5 M
Contingency (15%)	\$2.2 M	\$2.2 M
Total Estimated Project Costs	\$17.1 M	\$17.1 M

NOTE: Change Orders up to \$250K delegated to County Administrator provided that overall project budget not exceeded.



Questions?