

Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Agenda Item No. 8(P)(23)

Resolution No. R-616-24

Subject: Recommendation for a Non-Competitive Designated Purchase for Additional Time and Expenditure Authority for Oracle Master Purchasing Agreement

Summary

This item is for the purchase of a full range of products and services, including software licenses, hardware, maintenance and technical support, cloud services, and professional services provided by Oracle America, Inc. (Oracle). It is requesting a five-year extension and additional expenditure authority for the Oracle Master Purchasing Agreement so the County can continue receiving software licenses, hardware, and related services for critical applications such as the PeopleSoft Enterprise Resource Planning (ERP) System, Water and Sewer Department's customer information billing system, 311 Call Center, Fleet Management System, and the Bulky Waste Pickup System. This contract is managed by the Information Technology Department (ITD) on behalf of multiple County departments.

Additionally, Oracle serves as the database software for numerous operational applications utilized to provide public safety and other essential functions, including the Enterprise Asset Management System, Crime Analysis System, Property and Evidence Tracking, Automated Arrest Form Application, Crime Data Warehouse, Inmate Data Warehouse, Employee Data Warehouse, and Background Check Application. ITD utilizes Oracle professional services to complete application development and ensure that County technical staff has the proper skillset to maintain and upgrade the Oracle technology infrastructure and is also exploring opportunities for the implementation of cloud-based services to reduce operational costs and build efficiencies. These critical services and software licenses may only be purchased directly from Oracle. The majority of the allocation being requested is for ongoing maintenance and support services for critical County applications and license subscriptions for cloud services.

As part of negotiations for the five-year term, Oracle has agreed to implement a support reward program under the contract that will allow the County to accrue rebates based on usage of the cloud services in place to support County applications. Oracle also agreed to a cap on escalations for year over year maintenance costs for the software licenses. In addition, the contract has provisions within the agreement to provide the County with needed flexibility given the upcoming transition to constitutional offices, including the ability to reduce the number of enterprise license users if required.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve Supplemental Agreement No. 3 and authorize this request for a non-competitive designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, for \$65,000,000 in additional expenditure authority and a five-year extension under *Contract No. D7289-0/24, Oracle Master Purchasing Agreement* for ITD on behalf of multiple County departments.

Background

This contract was originally established by the Board on May 7, 2019, through Resolution No. R-465-19 and subsequently modified under delegated authority. Extending the current contract versus awarding a new non-competitive agreement with the same vendor is more beneficial as it allows the County to preserve previously negotiated terms and conditions. It also allows the parties to save time by focusing on pricing and the reward program offered for the extension period.

A designated purchase is being presented as Oracle is the only authorized provider of professional services and critical software licenses for Oracle products utilized by the County. Negotiating directly with Oracle has yielded favorable discounts for the required support and maintenance of the critical systems supporting various countywide operations. In addition, the support reward program is only offered through Oracle directly. Whenever possible, competitive or open-source products are implemented to minimize the dependence on Oracle.

Staff entered into negotiations with Oracle and was successfully able to achieve a cap on escalations for year over year maintenance costs for the software licenses. Additionally, staff negotiated with Oracle to implement a support reward program under the contract that will allow the County to accrue rebates based on usage of the cloud services in place to support County applications. It is anticipated that these rebates will be used as credits to offset maintenance costs over the term of the contract.

Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to allow ITD to continue purchasing software licenses, hardware, maintenance and technical support, cloud services, and professional services provided by Oracle for the County.

Scope

The scope of this item is countywide in nature.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute Supplemental Agreement No. 3 and exercise all provisions contained therein.

Fiscal Impact/Funding Source

The contract has a current cumulative allocation of \$48,400,000 and expires on November 22, 2024. If this request is approved, the contract will have a modified cumulative allocation of \$113,400,000 and will expire on November 18, 2029. The requested increase in expenditure authority is based on anticipated projects, required system upgrades, and the cost of the proposed five-year extension for years 2024 through 2029, inclusive of the software, support, and services.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
ITD	\$48,400,000	\$65,000,000	\$113,400,000	Internal Service Funds	Julian Manduley
Total	\$48,400,000	\$65,000,000	\$113,400,000		

Note: It should be noted that this contract contains termination for convenience provisions and allows the County to grant users licenses to the constitutional offices so long as the County is providing the relevant IT services for those constitutional offices. If a constitutional officer decides to not use the County for these relevant IT services, then they will need to enter into their own agreement with Oracle for use of any of these services because the agreement does not allow us to assign this contract to another individual or entity. Software purchased under this item will be included in the inventory report as a part of the transition plan for constitutional offices. As new contracts or allocations are approved, the inventory report will be updated accordingly.

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

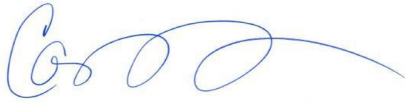
Vendor	Principal Address	Local Address	Principal
Oracle America, Inc.	500 Oracle Parkway Redwood Shores, CA	None	Safra Catz

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply.



Carladenise Edwards
Chief Administrative Officer

Memorandum



Date: June 4, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Namita Uppal, CPM
Director and Chief Procurement Officer
Strategic Procurement Department

Subject: Request to Process Late Departmental Agenda Item

Digitally signed by
Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade
County, ou=Chief
Procurement Officer,
email=uppaln@miami
dade.gov, c=US
Date: 2024.05.14
18:35:14 -04'00'

I am requesting that the resolution approving Supplemental Agreement No. 3 with Oracle America, Inc. for additional time and expenditure authority be processed for agenda placement on the June Committee Cycle.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and critical to the Information Technology Department (ITD) on behalf of multiple County departments. This contract modification will enable ITD to continue procuring essential products and services from Oracle America, Inc. A lengthy and intensive, but successful, negotiations with the vendor resulted in achieving a favorable cap on price escalations for year-over-year maintenance costs for software licenses, hardware, maintenance, technical support, cloud services, and professional services that are crucial for various countywide operations. This contract provides a full range of Oracle products and support services, including for applications such as the PeopleSoft Enterprise Resource Planning (ERP) System and the new customer information billing system for the Water and Sewer Department. In addition, Oracle serves as back-end database software for numerous other operational applications including 311 Call Center, Enterprise Asset Management System, Crime Analysis system, Inmate Data Warehouse, Fleet Management System, Employee Data Warehouse. The additional time and expenditure authority is needed to ensure the County maintains continuity of services, preserves exclusively negotiated terms, and favorable discounts.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

Approved by Mayor or Mayor's Designee

Carladenise Edwards

Print Name

Approved by Legislative Director or Designee

Nicole Tallman

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MDC004



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(23)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(23)
7-2-24

RESOLUTION NO. R-616-24

RESOLUTION AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING ADDITIONAL TIME OF FIVE YEARS AND ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$65,000,000.00 FOR A TOTAL MODIFIED CONTRACT AMOUNT OF \$113,400,000.00 FOR CONTRACT NO. D7289-0/24 FOR ORACLE MASTER PURCHASING AGREEMENT FOR THE INFORMATION TECHNOLOGY DEPARTMENT ON BEHALF OF MULTIPLE COUNTY DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to authorize a non-competitive designated purchase for additional time of five years and additional expenditure authority in an amount not to exceed \$65,000,000.00 for a total modified contract amount of \$113,400,000.00 for Contract No. D7289-0/24 for Oracle Master Purchasing Agreement for the Information Technology Department on behalf of multiple County departments, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 3 and exercise all provisions of the contract. A copy of the contract document is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	nay	Raquel A. Regalado	aye
Micky Steinberg	nay		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN,
CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBV

Michael B. Valdes

MDC007



ORACLE MASTER AGREEMENT AMENDMENT THREE

This Oracle Master Agreement Amendment Three (this "Amendment") amends the Oracle Master Agreement US-GMA-2114891, dated 15-Mar-2019, and all amendments and addenda thereto (the "Master Agreement") between Miami-Dade County ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

1. Delete the first sentence and replace with the following:

"Orders may be placed under the Master Agreement for a period beginning on the Effective Date (indicated below in Section 17) and ending on 18-Nov-2029."

2. Delete the second sentence and replace with the following:

"As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule C- Cloud Services, Schedule P – Program, Schedule H- Hardware, and Schedule S- Services."

B. Schedule P – Program

5.2 TECHNICAL SUPPORT

Delete 5.2 in its entirety and replace with the following:

Oracle Software Support acquired with Your order may be renewed annually and, if You renew Oracle Software Support for the same number of licenses for the same Programs, for the support years specified in the technical support renewal table below, the annual fee for Oracle Software Support for the applicable period will not increase by more than the percentages stated in the table.

First Day of Technical Support	Not to Exceed Annual Increase Over Previous Year's Oracle Software Support Fee
30-SEP-2024	4%
30-SEP-2025	4%
30-SEP-2026	6%
30-SEP-2027	8%

C. Schedule H – Hardware

5.1 TECHNICAL SUPPORT

Delete 5.1 in its entirety and replace with the following:

Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the support years specified in the technical support renewal table below, the annual fee for Oracle Hardware and Systems Support for the applicable period will not increase by more than the percentages stated in the table.

First Day of Technical Support	Not to Exceed Annual Increase Over Previous Year's Oracle Hardware and Systems Support Fee
30-SEP-2024	4%
30-SEP-2025	4%
30-SEP-2026	6%
30-SEP-2027	8%

D. Schedule S – Services

Attach the following Schedule in EXHIBIT A: **Public Sector Schedule S - Services**

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.
The Effective Date of this Amendment is _____. (to be completed by Oracle)

Miami-Dade County

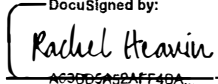
Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Oracle America, Inc.

Authorized Signature:  _____

Name: Rachel Heavin

Title: Contract Specialist, Americas SSC, Deal Management

Signature Date: 17-Apr-2024 | 12:56 PM PDT

**Approved as to form
and legal Sufficiency**

Assistant County Attorney

EXHIBIT A



Public Sector Schedule S - Services

Oracle America, Inc. ("Oracle")
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name:	Miami-Dade County
General Terms Reference:	US-GMA-2114891

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

- 1.1 **"Services"** refers to consulting, advanced customer support services, education or other professional services which you have ordered from Oracle under this Schedule S.
- 1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

- 2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual (in the case of on-premise Services), worldwide, limited right to access and use, for Your internal operations, the Services that You order and anything developed by Oracle and delivered to You under this Schedule S ("Services" and "deliverables").
- 2.2 You may allow Your agents and contractors to access and use the Services and deliverables for Your internal operations, and You are responsible for their compliance with the General Terms, this Schedule S, and the applicable order in such use.
- 2.3 Services under this Schedule S may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such services and Products, and nothing in this Schedule S is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed services order.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.
- 3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**
- 3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**