

Attn: Crystal Hustead

304-558-3970

From: Matt Coenen

RECEIVED

2020 NOV 24 PM 12: 54

WW PURCHASING  
DIVISION



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Centralized Request for Quote  
 Info Technology**

<b>Proc Folder:</b>	798844		<b>Reason for Modification:</b>
<b>Doc Description:</b>	SOFTWARE SUPPORT AND MAINTENANCE FOR ORACLE PRODUCTS		
<b>Proc Type:</b>	Central Contract - Fixed Amt		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-10-27	2020-11-24 13:30	CRFQ 6506 MIS2100000004	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Mythica, Inc.

**Address :** 4525 Main Street, Suite 1500

**Street :**

**City :** Virginia Beach

**State :** VA **Country :** United States **Zip :** 23462

**Principal Contact :** mcoenen@mythica.com

**Vendor Contact Phone:** 757-660-6322 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 556-2402  
 crystal.g.hustead@wv.gov

**Vendor Signature X** *Dante J. Walker* **FEIN#** 54-1987871 **DATE** November 19, 2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**  
 THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (WVDHHR), OFFICE OF MANAGEMENT INFORMATION SERVICES (OMIS), IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR SUPPORT AND MAINTENANCE OF AGENCY-OWNED ORACLE LICENSES PER THE ATTACHED DOCUMENTS.  
 \*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1 Migrate Named	50 existing Oracle WebLogic Suite	1	45,000.00	00.00	00.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle WebLogic Suite - Processor Perpetual	L59008

**Extended Description:**  
 4.1.1 Vendor shall migrate fifty (50) existing Oracle WebLogic Suite Named User Plus licenses to a single One Processor WebLogic Suite license.

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HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2.1	Oracle Diagnostic Pack - Processor Perpetual licenses	12	7,500.00	4,125.00	49,500.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle Diagnostic Pack - Processor Perpetual	A90649

**Extended Description:**  
 4.1.2.1 Twelve each (12) Oracle Diagnostic Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.2.2	Oracle Tuning Pack-Processor Perpet	12	5,000.00	2,750.00	33,000.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle Tuning Pack - Processor Perpetual	A90650

**Extended Description:**

4.1.2.2 Twelve each (12) Oracle Tuning Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.2.3	Oracle Partitioning-Processor Perpetu	7	11,800.00	6,325.00	44,275.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle Partitioning - Processor Perpetual	A90620

**Extended Description:**

4.1.2.3 Seven each (7) Oracle Partitioning-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.2.4	Oracle Weblogic Server Enterprise Edi	8	25,000.00	13,750.00	110,000.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle Weblogic Server Enterprise Edition - Processor Perpetual	L50978

**Extended Description:**

4.1.2.4 Eight each (8) Oracle Weblogic Server Enterprise Edition - Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.2.5	Oracle SOA Suite for Oracle Middlewar	8	57,500.00	31,625.00	253,000.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle SOA Suite for Oracle Middleware - Processor Perpetual	L17426

**Extended Description:**

4.1.2.5 Eight each (8) Oracle SOA Suite for Oracle Middleware Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.3 Vendor shall provide support and maintenance				\$512,137.69

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Total 4-Year Support - All Oracle Products	

**Extended Description:**

4.1.3 Vendor shall provide support and maintenance of all Oracle products as noted in section 4.1.3.1 thru 4.1.3.6 Support and maintenance shall be provided 24/7/365 days per year and all holidays. Support and maintenance shall be provided for the entire contract period and all renewals, sections 4.1.3.7 thru 4.1.3.24 or equal. If alternative is bid, Vendor must clearly identify alternate source and provide adequate specifications, industry literature and/or any other relevant documentation that demonstrates the alternate source is functionally equivalent to the specified above. Invoices are to be paid quarterly in arrears

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.3.1 Year One Delta Support One Processor	1		4,894.06	4,894.06

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Delta Support(5/25/21-11/29/21) - Weblogic Suite - Processor Perpetual	L59008

**Extended Description:**

4.1.3.1 Year One Delta Support for One each (1) One Processor Weblogic Suite license or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.3.2	Year One Support and maintenance Diagnostic Pack	12		907.50	10,890.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Diagnostic Pack - 1st Year Support	A90649

**Extended Description:**

4.1.3.2 Year One Support and maintenance for Twelve each (12) Oracle Diagnostic Pack-Processor Perpetual licenses or equal

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HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.3.3	Year One Support and maintenance Tuning Pack-Process	12		605.00	7,260.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Tuning Pack - 1st Year Support	A90650

**Extended Description:**

4.1.3.3 Year One Support and maintenance for Twelve each (12) Oracle Tuning Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.3.4	Year One Support and maintenance Oracle Partitioning	7		1,391.50	9,740.50

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Partitioning - 1st Year Support	A90620

**Extended Description:**

4.1.3.4 Year One Support and maintenance for Seven each (7) Oracle Partitioning-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.3.5	Year One Support and maintenance	8		3,025.00	24,200.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Server Enterprise Edition - 1st Year Support	L58978

**Extended Description:**

4.1.3.5 Year One Support and maintenance for Eight each (8) Oracle Weblogic Server Enterprise Edition - Processor Perpetual licenses or equal



INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.3.6	Year One Support and maintenance Oracle SOA Suite	8		6,957.50	55,660.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	SOA Suite for Oracle Middleware - 1st Year Support	L17426

**Extended Description:**  
4.1.3.6 Year One Support and maintenance for Eight each (8) Oracle SOA Suite for Oracle Middleware Processor Perpetual licenses or equal

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.3.7	Optional Year Two Support and maintenance One Proces	1		9,451.49	9,451.49

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Suite - 2nd Year Support	L59008

**Extended Description:**  
4.1.3.7 Optional Year Two Support and maintenance for One each (1) One Processor Weblogic Suite license or equal

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HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.3.8	Optional Year Two Support and maintenance Oracle Dia	12		998.25	11,979.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Diagnostics Pack - 2nd year Support	A90649

**Extended Description:**

4.1.3.8 Optional Year Two Support and maintenance for Twelve each (12) Oracle Diagnostic Pack-Processor Perpatual licenses or equal

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.3.9	Optional Year Two Support and maintenance for Twelve	12		665.50	7,986.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Tuning Pack - 2nd year Support	A90650

**Extended Description:**

4.1.3.9 Optional Year Two Support and maintenance for Twelve each (12) Oracle Tuning Pack-Processor Perpetual licenses or equal

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HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.3.10 Optional Year Two Support and maintenance for Seven	7		1,530.65	10,714.55

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Partitioning - 2nd Year Support	490620

**Extended Description:**

4.1.3.10 Optional Year Two Support and maintenance for Seven each (7) Oracle Partitioning-Processor Perpetual licenses or equal

<b>INVOICE TO:</b>	<b>SHIP TO:</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.3.11 Optional Year Two Support and maintenance for Eight	8		2,327.50	26,620.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Server Enterprise Edition - 2nd Year Support	LS6978

**Extended Description:**

4.1.3.11 Optional Year Two Support and maintenance for Eight each (8) Oracle Weblogic Server Enterprise Edition - Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.3.12 Optional Year Two Support and maintenance for Eight	8		7,653.25	61,226.00

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Oracle SOA Suite for Oracle Middleware - 2nd Year Support	117426

**Extended Description:**

4.1.3.12 Optional Year Two Support and maintenance for Eight each (8) Oracle SOA Suite for Oracle Middleware Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.3.13 Optional Year Three Support and maintenance for One	1		9,829.55	9,829.55

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Suite - 3rd Year Support	L59008

**Extended Description:**

4.1.3.13 Optional Year Three Support and maintenance for One (1) each One Processor Weblogic Suite license or equal.

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.3.14	Optional Year Three Support and maintenance for Twe	12		1,038.18	12,458.18

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Diagnostics Pack - 3rd Year Support	A90649

**Extended Description:**

4.1.3.14 Optional Year Three Support and maintenance for Twelve each (12) Oracle Diagnostic Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm	Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.3.15	Optional Year Three Support and maintenance for Twe	12		692.12	8,305.44

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Tuning Pack - 3rd Year Support	A90660

**Extended Description:**

4.1.3.15 Optional Year Three Support and maintenance for Twelve each (12) Oracle Tuning Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.3.16 Optional Year Three Support and maintenance for Sev	7		1,591.87571	11,143.12

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Partitioning - 3rd Year Support	A90620

**Extended Description:**

4.1.3.16 Optional Year Three Support and maintenance for Seven each (7) Oracle Partitioning-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.3.17 Optional Year Three Support and maintenance for Eig	8		3,460.60	27,684.80

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Server Enterprise Edition - 3rd Year Support	L58978

**Extended Description:**

4.1.3.17 Optional Year Three Support and maintenance for Eight each (8) Oracle Weblogic Server Enterprise Edition - Processor Perpetual licenses or equal

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.3.18 Optional Year Three Support and maintenance for Eig	8		7,956.38	63,675.04

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	SOA Suite for Oracle Middlewars - 3rd Year Support	L17426

**Extended Description:**  
4.1.3.18 Optional Year Three Support and maintenance for Eight each (8) Oracle SOA Suite for Oracle Middleware Processor Perpetual licenses or equal

<b>INVOICE TO</b>		<b>SHIP TO</b>	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.3.19 Optional Year Four Support and maintenance for One	1		10,222.73	10,222.73

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Suite - 4th Year Support	L69008

**Extended Description:**  
4.1.3.19 Optional Year Four Support and maintenance for One (1) each One Processor Weblogic Suite license or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.3.20 Optional Year Four Support and maintenance for Twel	12		1,079.7075	12,956.49

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Diagnostics Pack - 4th Year Support	A90649

**Extended Description:**

4.1.3.20 Optional Year Four Support and maintenance for Twelve each (12) Oracle Diagnostic Pack-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.3.21 Optional Year Four Support and maintenance for Twel	12		719.805	8,637.66

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Tuning Pack - 4th Year Support	A90650

**Extended Description:**

4.1.3.21 Optional Year Four Support and maintenance for Twelve each (12) Oracle Tuning Pack-Processor Perpetual licenses or equal



<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.3.22 Optional Year Four Support and maintenance for Seve	7		1,655.55143	11,588.86

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Partitioning - 4th Year Support	A90620

**Extended Description:**

4.1.3.22 Optional Year Four Support and maintenance for Seven each (7) Oracle Partitioning-Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.1.3.23 Optional Year Four Support and maintenance for Eigh	8		3,599.02375	28,792.19

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	Weblogic Server Enterprise Edition - 4th Year Support	L58878

**Extended Description:**

4.1.3.23 Optional Year Four Support and maintenance for Eight each (8) Oracle Weblogic Server Enterprise Edition - Processor Perpetual licenses or equal

<b>INVOICE TO</b>	<b>SHIP TO</b>
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	4.1.3.24 Optional Year Four Support and maintenance for Elgh	8		8,277.75%	66,222.04

Comm Code	Manufacturer	Specification	Model #
81112200	Oracle	SOA Suite for Oracle Middleware - 4th Year Support	L17426

**Extended Description:**

4.1.3.24 Optional Year Four Support and maintenance for Eight each (8) Oracle SOA Suite for Oracle Middleware Processor Perpetual licenses or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-11-10

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 10, 2020 at 10:00 AM ET

Submit Questions to: Crystal Husted  
2019 Washington Street, East  
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Husted@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**  
**BUYER:** Crystal Husted  
**SOLICITATION NO.:** ORFQ MIS2100000004  
**BID OPENING DATE:** November 24, 2020  
**BID OPENING TIME:** 1:30 PM ET  
**FAX NUMBER:** 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** November 24, 2020 at 1:30 PM ET

**Bid Opening Location:** Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b."

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor, Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** Initial Contract Term: This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term --** This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

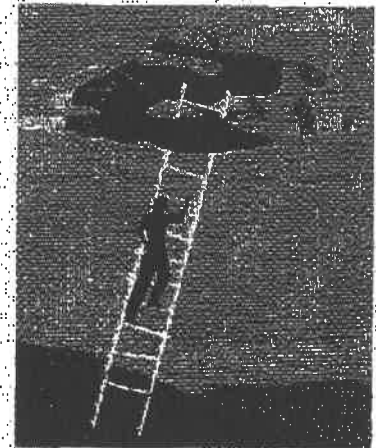
See attached Oracle Reseller opn-rfp-tender-statement

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

# ORACLE

## The Modernization of the Oracle PartnerNetwork

The modernization of the Oracle PartnerNetwork (OPN) involves a transition from recognizing Oracle partners based on metal-tier designations like Gold or Platinum to recognizing partners based on achievements of "Expertise" attained through skills accreditation and customer satisfaction for a specific product or cloud solution and regional/country coverage. As Oracle partners transition from metal-tiers to Expertise, Oracle asks that customers issuing requests-for-proposals (RFPs) and/or tenders from Oracle partners update their requirements to seek out Oracle partners with either (i) the appropriate metal-level designation or (ii) Expertise(s) aligned with the specific solution or service area for the applicable RFP and/or tender.



As Oracle partners transition from the metal-tiers to Expertise, it can be helpful for customers that issue RFPs to understand some of the key differences between the programs.

### Metal-tiers (Classic OPN)

- Gold level membership had no Specialization / ISV accreditation requirements, Platinum level membership required 5 or more Specializations and/or ISV accreditations
- Specializations required a combination of individual Specialist accreditations in Sales (including Presales) and Services with no geographic requirements
- In order to sell systems, applications and SaaS, partners were required to have Sales Specialists (including Presales) and for applications and SaaS, Services Specialists were also required, with in-country requirements for all. Technology license, and IaaS and PaaS had no requirements

### Expertise (Modern OPN)

- The areas of Expertise are in the following tracks: Cloud Build, Cloud Sell, Cloud Service, and License and Hardware (Build, Sell, and Service)
- The individual Specialist accreditation requirements have been separated into Sell and Service with regional market requirements, and the ISV accreditations are under Build
- The objective has been to ensure that the various Expertise are supported by the relevant competent Specialists - Sales (including Presales) or Services - and with the relevant geographic proximity - regional market
- Sales Expertise requirements have been introduced for IaaS and PaaS, as well as systems, applications and SaaS
- Introduction of a quality threshold of Customer Loyalty Index (CLI)  $\geq 8$  for customer satisfaction ('purchases' for Sell Expertise or 'go-lives' for Service Expertise).

For further information, please refer to [oracle.com/partnernetwork/](https://oracle.com/partnernetwork/)



**ORACLE**

GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-OMA-226823

The text of these General Terms differs from Oracle's standard General Terms:

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

Subject to the Limitation of Use provision of the Amended Agreement Addendum for Software, as negotiated and agreed by the parties ("WV-96A"), attached hereto as Exhibit A and incorporated herein by reference, all public entities located within the State of West Virginia, including, but not limited to, departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User"), may also order Programs and Service Offerings from Oracle in accordance with the terms and conditions of the Master Agreement. By placing an order under the Master Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and the Master Agreement and, for the purposes of such order, "You" and "Your" as used in the Master Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be responsible for its breach(es) of such terms and conditions. "Parties" shall mean You and Oracle, and each of us may be referred to individually as a "party."

## 1. DEFINITIONS

1.1 Reserved.

1.2 Reserved.

1.3 "Master Agreement" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 Reserved.

1.5 "Products" refers to Programs.

1.6 "Programs" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support.

1.7 "Program Documentation" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.

1.8 "Schedule" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readme or notice files and that apply to Separately Licensed Third-Party Technology.

1.10 "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "Service Offerings" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "You" and "Your" refers to the entity that has executed these General Terms.

## 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). The Master Agreement may be renewed by mutual written agreement of the parties. As of the Effective Date, the following Schedules are incorporated into the Master Agreement: *Schedule P – Program*.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms. Notwithstanding anything to the contrary contained herein, the parties agree that You may not purchase hardware under the Master Agreement.

## 3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

## 4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs and anything developed or delivered under the Master Agreement.

## 5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against You ("Recipient"), that any information, design, specification, instruction, software, data, or material (collectively, "Material") furnished by Oracle ("Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

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

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

5.3 Reserved.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the

license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

#### 5.5 Reserved.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides your exclusive remedy for any infringement claims or damages.

## 6. TERMINATION

6.1 If either of us breaches a material term of the Master 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 the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. 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. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 See Section 14 (Right to Terminate) of WV-96A.

6.3 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 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.

6.5 See Section 8 (Fiscal Year Funding) of WV-96A.

## 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>. A current copy of the Oracle Invoicing Standards Policy, which is subject to change, is attached hereto as Exhibit B.

## 8. NONDISCLOSURE

See Section 20 (Confidentiality) of WV-96A.

## 9. ENTIRE AGREEMENT



9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 See Section 21 (Amendments) of WV-96A.

#### 10. LIMITATION OF LIABILITY

See Section 13 (Limitation of Liability) of WV-96A.

#### 11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master 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, Product and/or materials resulting from Service Offerings (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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, or software were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

#### 12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

#### 13. GOVERNING LAW AND JURISDICTION

See Sections 1 (Disputes) and 3 (Governing Law) of WV-96A.

#### 14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065. Attention: General Counsel, Legal Department.

#### 15. ASSIGNMENT

See Section 12 (Assignment) of WV-96A.

#### 16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 See Section 9 (Statute of Limitation) of WV-96A.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

**17. MASTER AGREEMENT EFFECTIVE DATE**

This Master Agreement shall be effective upon the date of the last-executed signature below.

West Virginia Department of Administration  
Purchasing Division

Signature: [Signature]

Name: DAVID FINCHER

Title: DIRECTOR

Signature Date: 8/28/14

Oracle America, Inc

Signature: [Signature]

Name: Clinton Cole

Title: Contracts Manager

Signature Date: 8/26/2014

Approved:

WV Attorney General's Office

By: [Signature]

Its: Chief Counsel

Date: 8/28/14

**ORACLE**Public Sector  
Schedule P - Program

Oracle America, Inc. ("Oracle") 500 Oracle Parkway Redwood Shores, CA 94065
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Your Name:	State of West Virginia
General Terms Reference:	US-OMA-226823
Schedule Reference:	Schedule P

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

### 1. DEFINITIONS

1.1 "Commencement Date" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

### 2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

### 3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

### 3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

## 4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30-day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30-day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

## 5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support; "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.4 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

## 6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

## 7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in Section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 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.

## 8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 9. ORDER LOGISTICS

### 9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless You purchase installation services from Oracle for those Programs.

9.1.2 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 the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

### 9.2 Territory

The Programs shall be used in the United States.

### 9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, 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, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, 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 under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

**SOLICITATION NUMBER: CRFQ MIS2100000004****Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as **CRFQ MIS2100000004** ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions

No other changes

Bid opening remains November 24, 2020 at 1:30 PM ET

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect. Mythics Inc.'s quote is pursuant to the terms of contract US-OMA-226823 that Oracle has approved for this purchase and it shall take precedence over the terms and conditions of this solicitation and resulting ordering document.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO MIS2100000004**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Mythics, Inc.

Company

Deonte J. Watters, CCMAP,  
Vice President of Contracts

*Deonte J. Watters*

Authorized Signature

November 19, 2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



ATTACHMENT A



**MYTHICS™**

**ORACLE Platinum Partner**

Matt Coenen  
Direct: 757.421.7376  
Fax: 757.412.1060  
Email: mcoenen@mythics.com  
4525 Main St., Suite 1600  
Virginia Beach, VA 23462

Customer Name: West Virginia Department of Health and Human Resources  
Customer Contact: Andrew Neely  
Contact Phone: 304-590-2039  
Contact Email: [Andrew.Neely@wv.gov](mailto:Andrew.Neely@wv.gov)

Bid Number: LS-WVDHHR-WL-MIG  
Bid prepared on: 11/14/2020

**MIGRATED LICENSES AND SUPPORT**

Item #	Description	Term	Processor	Qty	Unit Price	Total Price
1	Weblogic Suite	Perpetual	Processor	1	\$46,056.00	\$0.00
2	New Support: Software Update and License Support	1 Year	Processor			\$0.00
3	New Support: Software Update and License Support	5/26/21 - 11/29/21	Processor			\$4,884.05
						\$0.00
Software may be downloaded at: <a href="http://edelivery.oracle.com">http://edelivery.oracle.com</a>						\$0.00
						\$4,884.05
						\$0.00

ALL Outstanding Support Invoices for the 2020 - 2021 Support Renewal (10567211) for the licenses to be migrated listed below & licenses to be migrated (Terminated) are still due and payable. \*Assumes migration occurs by November 30th, 2020

Item #	Description	Term	Processor	Qty	License Key
1	Weblogic Suite	5Y	Named User Plus	20676430	10567211

**NET NEW LICENSES AND SUPPORT**

Item #	Description	Term	Processor	Qty	Unit Price	Total Price
1	Oracle Diagnostics Pack	Perpetual	Processor	12	\$4,129.00	\$49,500.00
2	Oracle Tuning Pack	Perpetual	Processor	12	\$2,750.00	\$33,000.00
3	Partitioning	Perpetual	Processor	7	\$6,325.00	\$44,275.00
4	Weblogic Server Enterprise Edition	Perpetual	Processor	8	\$13,750.00	\$110,000.00
5	SOA Suite for Oracle Middleware	Perpetual	Processor	8	\$31,625.00	\$253,000.00
					<b>SUBTOTAL LICENSE</b>	<b>\$449,775.00</b>
					<b>SUBTOTAL YEAR SUPPORT &amp; UPDATE RIGHTS</b>	<b>\$4,884.05</b>

**Additional Information:**  
This quotation is an estimate and is not a contract. It is subject to the terms and conditions of the license agreement and the Oracle License Definitors and Rules (LDRs) available at <https://www.oracle.com/corporate/contracts>. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Oracle accepts your order.  
Mythics DUNS#: 012839002  
Mythics Fed Tax ID# 34-1887871  
CAGE CODE: 17A24  
NAIC: 423430

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>  
You agree that Mythics has the right to cancel your support due to non-payment.  
Media is available for download at no additional cost at <http://edelivery.oracle.com/>  
In reliance on your order, Mythics will issue a non-cancelable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancelable.  
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.  
Oracle's License Definitors and Rules (LDRs) are available at <https://www.oracle.com/corporate/contracts>. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Oracle accepts your order.

**Purchasing Instructions:**  
Please include the following statements in your order:  
1. Please reference LS-WVDHHR-WL-MIG  
2. This order is placed pursuant to the terms and conditions of US-OMA-228923 and it shall take precedence.  
3. Payment terms for License and Support: License - NET 30; Support - Quarterly in Advance