



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 377352

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0947

Vendor ID: 000000198570

SO Doc ID: ERP1800000002

Legal Name: DLT SOLUTIONS LLC

Published Date: 10/4/17

Alias/DBA:

Close Date: 10/11/17

Total Bid: \$762,554.92

Close Time: 13:30

Response Date: 10/11/2017

Status: Closed

Response Time: 12:07

Solicitation Description: ADDENDUM 1 - ORACLE SOFTWARE SYSTEM

Total of Header Attachments: 5

Total of All Attachments: 5



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 377352

Solicitation Description : ADDENDUM 1 - ORACLE SOFTWARE SYSTEM MAINTENANCE AND SUPPORT

Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2017-10-11 13:30:00 | SR 0947 ESR10111700000001535 | 1 |

VENDOR

000000198570

DLT SOLUTIONS LLC

Solicitation Number: CRFQ 0947 ERP1800000002

Total Bid : \$762,554.92

Response Date: 2017-10-11

Response Time: 12:07:48

Comments: Attached, please find all items required to respond to this bid with two exceptions. The Vendor Preference Certificate is not applicable to this response. The Disclosure of Interested Parties to Contracts does not apply as Oracle is a publicly traded company. If a PO for all 4 years is issued to DLT, an additional discount may be applied. Please contact me for additional questions. Jeanette Sonner, DLT Solutions, jeanette.sonner@dlt.com, 703 773 9241.
Thank you!

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|------------------|-----------------------------|
| 1 | Oracle Software System Maintenance and Support | 1.00000 | EA | \$762,554.920000 | \$762,554.92 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111805 | | | |

| | |
|------------------------|---|
| Extended Description : | Oracle Software System Maintenance and Support - enter the total bid amount (from the Exhibit A Pricing Page) for all 4 years in the commodity line of wvOASIS and attach the Exhibit A pricing page. |
|------------------------|---|

Oracle Software Technical Support Policies

Effective Date: 29-September-2017

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1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Except as otherwise specified in this section, product release and supported platforms information for all Oracle programs, other than Phase Forward, Nimbula, and MICROS Systems programs (US Cruise only), is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward and Nimbula programs will be provided to you in writing.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g., Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate (“payment plan”). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the “support period”). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

License Set

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Data Enterprise Management programs* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement (“BLRA”) between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program (“OJPI”), all of the end user’s licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License (“ESL”), Application Specific Full Use (“ASFU”), or any other Oracle authorized provision of first line support), a license set consists of all of the end user’s licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution

agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs

Customers with unsupported programs are not entitled to download, receive, or apply updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support) and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for “Second Line Support”. You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, “Software Update License & Support” or “Oracle Communications Network Software Premier Support”)
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view [“Lifetime Support Policy: Coverage for Technology Products”](#) (PDF)
- For fusion middleware programs view [“Lifetime Support Policy: Coverage for Fusion Middleware”](#) (PDF)
- For application programs view [“Lifetime Support Policy: Coverage for Applications”](#) (PDF)
- For retail application programs view [“Lifetime Support Policy: Coverage for Retail Applications”](#) (PDF)

- For Sun software and operating system products view [“Lifetime Support Policy: Coverage for Sun Software and Operating System Products”](#) (PDF)
- For Oracle Linux program releases view [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF)
- For OFSS programs view [“Lifetime Support Policy: Coverage for Oracle Financial Services Software”](#) (PDF)

Exceptions - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 12c Release 1 (12.1):** The Extended Support fee has been waived for the period of August 2018 – July 2019. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 - December 2018. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
4. **Oracle Database 10gR2:**

For customers running Oracle Database 10gR2 on:

| Platform | Availability |
|-----------------------|--|
| HP OpenVMS on Itanium | For the period of August 2016 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available. |
| IBM z/OS | After July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available. |

5. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
6. **JD Edwards EnterpriseOne and JD Edwards World:**

- a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
 - b. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
7. **Java SE 6:** The Extended Support fee will be waived from January 2016 – December 2018.
 8. **Oracle Database Standard Edition 2:** Customers with a current support contract for Oracle Database Standard Edition 2 will continue to receive technical support for previously licensed Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.
 9. **Oracle Enterprise Manager Cloud Control 12.1:** The Extended Support fee will be waived from November 2016 – October 2017.
 10. **Governance, Risk and Compliance Programs:** For Sustaining Support for the Governance, Risk and Compliance program releases specified below, Oracle will continue to provide Severity 1 fixes through May 2018.

| Program | Program Release |
|--|-----------------|
| Application Access Controls Governor | 8.x |
| Configuration Controls Governor | 5.x |
| Enterprise Governance, Risk, and Compliance Manager | 8.x |
| Enterprise Transaction Controls Governor | 8.x |
| Fusion Governance, Risk, and Compliance Intelligence | 3.x |
| Preventive Controls Governor | 7.x |

11. **InForm 4.5.6:** For Sustaining Support for the InForm 4.6.5 program release, Oracle will continue to provide Severity 1 fixes through October 2018.
12. **Clintrial Integration Solutions (CIS) 4.6.2.:** For Sustaining Support for the Clintrial Integration Solutions (CIS) 4.6.2 program release, Oracle will continue to provide Severity 1 fixes through March 2020.

4. Oracle Technical Support Levels

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week. Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.

- Regulatory updates for certain Oracle Financial Services and Oracle Banking Platform programs and jurisdictions will be delivered in accordance with the OFSAA and OBP Regulatory Update Delivery Policy document located [here](#).
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Until December 31, 2018, remote program updates and patch installation assistance for DIVA programs during normal business hours
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification¹
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the qualifying Oracle Hospitality programs listed here: <http://www.oracle.com/us/support/library/hospitality-programs-3840568.pdf> ("Hospitality Programs") consists of:

- The Software Update License & Support described above
- First Line Support (Level 1)

For Oracle Hospitality programs only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

| Severity Level ¹ | Response Time Goal | Update or Resolution |
|-----------------------------|--------------------|----------------------|
| Severity 1 | 5 minutes | 1 hour |

| | | |
|------------|----------|----------|
| Severity 2 | 2 hours | 6 hours |
| Severity 3 | 8 hours | 24 hours |
| Severity 4 | 24 hours | 48 hours |

For purposes of the above table, the following definitions apply:

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)
- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Extended Support for Java SE - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively “Oracle Communications Network Premier Programs”): Diameter Signaling Router & Integrated Diameter Intelligence Hub - Network Function Editions; Common Signaling; Performance Intelligence Center Network Function Edition; Policy Management Network Function Edition; User Data Repository Network Function Edition; Perpetual license of Session Border Controller, Subscriber-Aware Load Balancer, Core Session Manager, Session Router, Mobile Security Gateway, Operations Monitor, Control Plane Monitor, Fraud Monitor, Application Orchestrator, and Evolved Communications Application Server; Net-Net Central applications; Elastic Charging Engine and Charging Traffic Monitor; Network Service Orchestration; Convergent Charging Controller; Recharge and Voucher Management; and Notification Gateway.

Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Remote installation of Oracle Communications Network Premier Programs
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

| Severity Level | Response Time ¹ | Remote Restoration Time ¹ | Resolution Time ¹ |
|----------------|----------------------------|--------------------------------------|------------------------------|
| Severity 1 | 15 minutes | 6 hours | 30 calendar days |
| Severity 2 | 15 minutes | 48 hours | 30 calendar days |

| | | | |
|------------|-----|-----|-------------------|
| Severity 3 | N/A | N/A | 180 calendar days |
|------------|-----|-----|-------------------|

1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Premier Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates, created during the Premier Support period
- Upgrade scripts (availability may vary by program) created during the Premier Support period
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates.
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Premier Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Premier Programs
- New upgrade scripts
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

Oracle Communications Network Software Support & Sustaining Support

Oracle Communications Network Software Support is available for the following program categories (collectively "Oracle Communications Network Software Programs"): Oracle Communications EAGLE (non ISO), Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management, Oracle Communications User Data Repository, and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software Programs
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

| Severity Level | Response Time ¹ | Remote Restoration Time ¹ | Resolution Time ¹ |
|----------------|----------------------------|--------------------------------------|------------------------------|
| Severity 1 | 15 minutes | 6 hours | 30 calendar days |
| Severity 2 | 15 minutes | 48 hours | 30 calendar days |
| Severity 3 | N/A | N/A | 180 calendar days |

1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates created during the Support period
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Software Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

5. Additional Support Services Available for Purchase

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests

- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Developer Studio Tools Support

Oracle Developer Studio Tools Support is available for the Oracle Developer Studio program.

Oracle Developer Studio Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Developer Studio Tools Support does not include upgrades to new program releases or access to Oracle Solaris or Oracle Linux updates, fixes or patches. Contractual caps on technical support fees do not apply to this service, unless expressly stated otherwise in the applicable order.

Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases.

Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week

- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Java SE Support and Java SE Support for Independent Software Vendors

As of June 1, 2017, the Java SE Support and Java SE Support for Independent Software Vendors ("ISVs") offerings are available for renewal only. These offerings are in support of Java SE 6 and Java SE 7 program releases only.

Java SE Support and Java SE Support for ISVs consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

These offerings are available for the following period:

| Java SE Support and Java SE Support for ISVs | Availability |
|---|---------------------------|
| Java SE 6 Program Release | Through December 31, 2018 |
| Java SE 7 Program Release | Through April 30, 2020 |

The services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support

Oracle Java Embedded Development Support is available for Oracle Java SE Embedded or Oracle Java ME Embedded program releases per Standard Binary. Oracle Java Embedded Suite Development Support is available for the Oracle Java Embedded Suite.

Both Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Oracle Java Embedded Development Support or Oracle Java Embedded Suite Development Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the

appropriate license agreement that you accepted upon downloading and/or installing the Oracle Java SE Embedded, Oracle Java ME Embedded programs or Oracle Java Embedded Suite. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases.

NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your at <http://partner.oracle.com> for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Oracle Priority Support

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described [here](#).

Oracle Priority Support Advantage

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described [here](#).

Oracle Priority Support Connected

If you acquire Oracle Priority Support Connected on your order, Oracle will provide Oracle Priority Support Connected as described [here](#).

Oracle Functional Help Desk for Oracle Retail and Hospitality

If you acquire Oracle Functional Help Desk for Oracle Retail and Hospitality on your order, Oracle will provide Oracle Functional Help Desk for Oracle Retail and Hospitality as described [here](#).

Oracle Hospitality Cruise Help Desk and Monitoring

If you acquire Oracle Hospitality Cruise Help Desk and Monitoring on your order, Oracle will provide Oracle Hospitality Cruise Help Desk and Monitoring as described [here](#).

North American Payroll Tax Updates

North American Payroll Tax Updates is available for the PeopleSoft HRMS Payroll for North America program releases specified in the North American Payroll Tax Updates Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of tax updates for the applicable PeopleSoft HRMS Payroll for North America program release, including tax updates for that calendar year made available in January of the

following calendar year. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

The following North American Payroll Tax Updates Service Availability Matrix describes the service availability and time frames.

| PeopleSoft HRMS Payroll for North American Program Releases | Availability |
|---|--------------------------------------|
| 8.8 | January 1, 2012 – December 31, 2018 |
| 8.9 | January 1, 2013 – December 31, 2017 |
| 9.0 | July 1, 2015 – December 31, 2018 |
| 9.1 | February 1, 2018 – December 31, 2019 |

In order to acquire North American Payroll Tax Updates, your licensed PeopleSoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 11.5.10. If you purchase this service, you will receive the following (formerly referred to as "Tier 1 Support"):

Severity 1 fixes, security updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is currently available for a fee to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

This service is available for the following period:

| Oracle E-Business Suite Program Release | Availability | Availability |
|---|-------------------------------------|-------------------------------------|
| 11.5.10 | January 1, 2017 – December 31, 2017 | January 1, 2018 – December 31, 2018 |

Information on Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available on [My Oracle Support \(E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)\)](#). Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following restrictions and limitations apply:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher)
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.
- The prerequisite for these services is based on the current minimum prerequisite level as described on [My Oracle Support](#) in [E-Business Suite 11.5.10 Minimum Patch Level and Extended Support Information Center \(Doc ID 1199724.1\)](#) and [Oracle E-Business Suite Error Correction Support Policy \(Doc ID 11905034.1\)](#)
- Limitations of the services are described in [E-Business Suite 11.5.10 Configurations with SSL/TLS Encryption \(Doc ID 2193395.1\)](#)

- Details about the process for creating and releasing Security Updates is described on My Oracle Support in [Additional Coverage Options for 11.5.10 E-Business Suite Sustaining Support \(Doc ID 1596629.1\)](#)

In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not available for all programs. Please contact your Oracle Sales Representative for program availability.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) tax year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release. In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

| Country | 2014 Tax Year | 2015 Tax Year | 2016 Tax Year |
|----------------|------------------|-------------------------------------|-------------------------------------|
| United Kingdom | See note 1 below | April 6, 2014 – April 5, 2015 | April 6, 2015 – April 5, 2016 |
| United States | See note 1 below | January 1, 2015 – December 31, 2015 | January 1, 2016 – December 31, 2016 |

Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) document [Mandatory Family pack/Rollup patch \(RUP\) levels for Oracle Payroll \(Doc ID 295406.1\)](#)).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Financial and Payroll Legislative Updates for JD Edwards

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3, A8.1 and A9.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release. In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates. Tier 1, Tier 2 and Tier 3 consists of services for more than one country. Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates consist of services for an individual country.

The components are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable calendar year for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

Tier 2 - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

| | JD Edwards EnterpriseOne | JD Edwards World |
|---------------------------------------|--|---|
| Payroll Legislative Updates | United States, Canada, Australia and New Zealand | United States, Canada |
| Financials Legislative Updates | United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India | United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China |

Tier 3 - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

| | JD Edwards EnterpriseOne | JD Edwards World |
|---------------------------------------|--|---|
| Payroll Legislative Updates | United States, Canada, Australia and New Zealand | United States, Canada |
| Financials Legislative Updates | United States, Canada, Mexico, Brazil, Argentina, United Kingdom, New Zealand, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan | United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China |

Single Country Financial Legislative Updates: Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the then-current Single Country for Financial Legislative Updates fee.

| Program | Countries |
|---------------------------------|---|
| JD Edwards EnterpriseOne | United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand, and India |
| JD Edwards World | United States, Mexico, Brazil, United Kingdom, Ireland, Japan, and China |

Single Country Payroll Legislative Updates: Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

| Program | Countries |
|--------------------------|---|
| JD Edwards EnterpriseOne | United States, Canada, Australia, and New Zealand |
| JD Edwards World | United States and Canada |

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on [My Oracle Support](#) (i.e., [JD Edwards EnterpriseOne Globalizations \(Doc ID 752291.1\)](#) and [JD Edwards World Globalizations \(Doc ID 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2, Tier 3 and Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is available for the PeopleSoft Human Capital Management (HCM) and Financials and Supply Chain Management (FSCM) releases identified in the Service Availability Matrix below (“PeopleSoft Enterprise Applications”). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

| PeopleSoft HCM and FSCM Program Release | Availability |
|---|--------------------------------------|
| 9.0 | July 1, 2015 – December 31, 2017 |
| 9.1 | February 1, 2018 – December 31, 2019 |

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in

the applicable order. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is not subject to the Reinstatement policies stated above.

Oracle Market-Driven Support for Oracle Database 10g Release 2

Oracle Market-Driven Support for Oracle Database 10g Release 2 is available for the Oracle Database Enterprise Edition Release 10.2.0.5. The service is available for the following periods:

| Service | Availability | | |
|--|--------------------------------|--------------------------------|---|
| Oracle Market-Driven Support for Oracle Database 10g Release 2 | August 1, 2015 – July 31, 2016 | August 1, 2016 – July 31, 2017 | August 1, 2017 ¹ – July 31, 2018 |

¹Effective August 1, 2017, the following platforms will no longer be eligible for support under Oracle Market-Driven Support for Oracle Database 10g Release 2:

- a. Microsoft Windows (32 bit); and
- b. Microsoft Windows (64 bit)

If you purchase Oracle Market-Driven Support for Oracle Database 10g Release 2, you will receive the following services for the number of production 10.2.0.5 databases identified in your order:

1. Oracle Market-Driven Support for Oracle Database 10g Release 2 will be limited to Severity 1 fixes and critical patch update(s) ("CPU").
2. A database upgrade planning workshop ("Workshop") that includes:
 - a. One (1) remote presentation for up to four (4) hours, not to exceed thirty (30) attendees to provide advice and guidance on the creation of your upgrade plan from Oracle Database Enterprise Edition Release 10.2.0.5 to an Oracle Database Enterprise Edition Release that is covered by Software Update License & Support; and
 - b. After the conclusion of the Workshop, Oracle will provide telephone support (Monday through Friday, 9:00am to 5:00pm local time, excluding local holidays) to respond to questions and offer guidance regarding your upgrade plan for up to the number of hours identified in your order.
3. Access to Oracle's Unlimited Learning Subscription ("ULS") for up to five (5) Named Users. The ULS includes Training On Demand, Learning Streams and Cloud Learning Subscription access. More information on ULS can be found at <http://education.oracle.com/us/terms/termspolicies030115.html>

Your fee for Oracle Market-Driven Support for Oracle Database 10g Release 2 services will be based upon Oracle's then current pricing in effect at the time of your order.

In order to acquire Oracle Market-Driven Support for Oracle Database 10g Release 2 services, your licensed Oracle database(s) must be currently supported with Software Update License & Support. Severity 1 fixes and CPUs will be delivered through My Oracle Support.

Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not renewable or available after July 31, 2018. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not subject to the Reinstatement policies stated above.

Oracle Linux Support Services

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Oracle VM Support Services

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Exadata Premier Support

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

6. Web-Based Customer Support Systems

My Oracle Support

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), Nimbula, and MS CRM (for MICROS Systems).

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

7. Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data") and not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

8. Global Customer Support Security Practices

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

Notwithstanding the restriction above, some customers may have executed agreements with Oracle governing Global Customer Support's handling of the personal data of residents in the European Economic Area ("EEA Personal Data") as well as protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA"). If you would like to submit EEA Personal Data or PHI to Oracle as part of receiving technical support services, you must:

- Execute either (i) EU standard Contractual Clauses or data transfer agreement, or (ii) a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services
- Submit EEA Personal Data or PHI only in service request attachments on the My Oracle Support customer portal
- Not include EEA Personal Data or PHI in the body of service requests (other than contact information required for Oracle to respond to the SR)
- When prompted in My Oracle Support, indicate that the service request attachment may contain EEA Personal Data or PHI

9. Severity Definitions

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

Severity 1*

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications Network Software Premier Support and Oracle Communications Network Software Support & Sustaining Support, please see the Oracle Communications Network Premier & Sustaining Support and Oracle Communications Network Software Support & Sustaining Support sections above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2*

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3*

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

Severity 4*

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

10. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

Oracle warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support services warranty deficiencies within 90 days from performance of the defective technical support services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

Exhibit A - Pricing Page

[illegible]



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 377352

Doc Description: ORACLE SOFTWARE SYSTEM MAINTENANCE AND SUPPORT

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2017-09-26 | 2017-10-11 13:30:00 | CRFQ 0947 ERP1800000002 | 1 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

DLT Solutions
2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
703 709 7172

FOR INFORMATION CONTACT THE BUYER

Linda B Harper

(304) 558-0468

linda.b.harper@wv.gov

Signature X

FEIN #

54-1599882

DATE

10/19/2017

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, The Enterprise Resource Planning Board is soliciting bids from qualified vendors to establish an "Open-End" contract for the purchase of Oracle software System Maintenance and Support per the Specifications, Terms & Conditions and bid requirements as attached

| INVOICE TO | SHIP TO |
|---|--|
| CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 312 MACCORKLE AVE CHARLESTON WV25314 US | CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 312 MACCORKLE AVE SE CHARLESTON WV 25305-0230 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | Oracle Software System Maintenance and Support | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111805 | | | |

Extended Description :

Oracle Software System Maintenance and Support - enter the total bid amount (from the Exhibit A Pricing Page) for all 4 years in the commodity line of wvOASIS and attach the Exhibit A pricing page.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|-----------------------------|-------------------|
| 1 | Question Deadline 3:00 p.m. | 2017-10-03 |

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

☐ 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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: Tuesday, October 3, 2017, 3:00 p.m.

Submit Questions to: Linda Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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: Oracle Software System Maintenance and Support
BUYER: Linda Harper, Buyer Supervisor
SOLICITATION NO.: CRFQ ERP1800000001
BID OPENING DATE: October 11, 2017
BID OPENING TIME: 1:30 p.m.
FAX NUMBER:

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 or 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: Wednesday, October 11, 2017, 1:30 p.m.

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. ALTERNATES: 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.

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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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: This Contract becomes effective on 11/21/2017 and extends for a period of (1) One 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 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. Renewal of this Contract is limited to (3) Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed (36) Thirty-six months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without 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 change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Jeannette Sonner, Sales Rep

(Printed Name and Title)
2411 Dulles Corner Park, Suite 800, Herndon, VA 20171


(Address) 703 773 9142

(Phone Number) / (Fax Number)
jeanette.sonner@dlt.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DLT Solutions
(Company)

 KEITH A BARNES SVP
(Authorized Signature) (Representative Name, Title)

Keith Barnes, Senior Vice President, Enterprise Applications
(Printed Name and Title of Authorized Representative)

10/11/17
(Date)

571-346-1894
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Oracle Software License and Support

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Enterprise Resource Planning Board (WV ERP) to establish an open-end contract for Product Support and Subscription Update License Support of Oracle Software currently installed on the WV ERP servers.

The Oracle Products in use by WV ERP are currently associated with Oracle Support Service Number 6129338 and include the following Customer Support Identifier (CSI) of products licensed with WV ERP; CSI# 19309435.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “CSI” means the Customer Support Identifier assigned by Oracle to identify the product support and licensing terms of Oracle products in use by WV ERP.

2.3 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.4 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.5 “Support Service Number” means the number associated with WV ERP and Oracle which identifies the contracts and CSI’s currently in effect.

2.6 “QTY” means the quantity of the licenses currently being used by WV ERP and necessary for continuing operations.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Support Service Number: 6129338 - Vendor shall provide support and maintenance of all Oracle Products as noted in Sections 3.1.1.1 thru 3.1.1.6. Support and maintenance shall be provided 24/7/365 days per year and all holidays. If alternative is bid, Vendor must clearly

REQUEST FOR QUOTATION
Oracle Software License and Support

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.**

3.1.1.1 Oracle Database Vault – Software Update License and Support – CSI#: 19309435 – QTY: 24

3.1.1.2 Oracle Advanced Security – Software Update License and Support – CSI#: 19309435 – QTY: 24

3.1.1.3 Oracle Database Vault – Software Update License and Support – CSI#: 19309435 – QTY: 36

3.1.1.4 Oracle Advanced Security – Software Update License and Support – CSI#: 19309435 – QTY: 36

3.1.1.5 Oracle Audit Vault and Database Processor Perpetual – CSI#: 19309435 – QTY: 31

3.1.1.6 Oracle Audit Vault and Database Processor Perpetual – CSI#: 19309435 – QTY: 29

3.1.2 Qualifications – Vendor shall be a reseller of Oracle products and be licenses to sell/resell Oracle licenses and support. A copy of such license must be submitted upon request.

3.1.3 Vendor should provide with their bid a copy of any software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, required to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

3.1.4 Vendor must also agree to accept and incorporate the current negotiated terms between Oracle and the State of West Virginia into their agreements, as applicable. These terms are available for review at:

<http://www.state.wv.us/admin/purchase/swc/MSORACLE14.pdf>

Or, an electronic copy may be obtained by contacting the Buyer of reference for this solicitation.

REQUEST FOR QUOTATION
Oracle Software License and Support

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** If responding on paper, Vendor should complete the Exhibit A - Pricing Page by entering the unit price per license for each year, multiplying by the quantity and entering the Extended Total Price for each line item. Vendors should then enter the Total Bid Amount of all four (4) years (First year plus the three (3) optional renewals) in the Total Bid Amount. Vendor should complete the Exhibit A - Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor may use the attached Exhibit A – Pricing Page in Excel version attached to the solicitation, by entering the unit price per year and the Excel document will enter the Extended Total Price Each and Total Bid Amount automatically.

If responding electronically in wvOASIS, Vendors should enter the Total Bid Amount for all four (4) years (First year plus the three (3) optional renewals) in the commodity line of wvOASIS. The Exhibit A – Pricing Page should be attached to the electronic bid submittal.

The Exhibit A – Pricing page should be submitted with the bid but must be submitted prior to award.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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Oracle Software License and Support

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

- 7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

DLT

Company

[Signature]

Authorized Signature

10/11/2017

Date

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

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Oracle Software License and Support

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 1 working days after orders are received. Vendor shall deliver emergency orders within 1 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Oracle Software License and Support

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Francis Enaholo
Telephone Number: 703 708 9104
Fax Number: 866 708 6867
Email Address: contracts-team@dlr.com

Exhibit A - Pricing Page

[illegible]

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: *[Signature]* Date: 10-11-2017

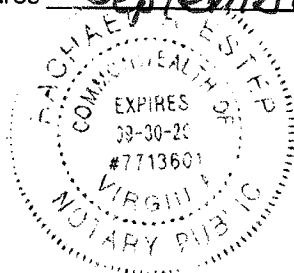
State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 11 day of October, 2017.

My Commission expires September 30, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/07/2017)



Price Quotation

Quote: 4615813
Reference: 1295107
Date: 10/11/2017
Expires: 11/06/2017

To: Evan Pauley
WV Enterprise Resource Planning Board
312 Maccorkle Avenue SE
Charleston, WV 25314

From: Jeanette Sonner
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (304) 356-2462

Fax:

Email: Evan.Pauley@wvsao.gov

Phone: (703) 773-9241

Fax: (866) 419-7926

Email: jeanette.sonner@dlt.com

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|----------|-----|--------------|--------------|
| 1 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Advanced Security - Processor Perpetual CSI 19309435 Qty 24 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2022 | OM | 1 | \$112,744.07 | \$112,744.07 |
| 2 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Advanced Security - Processor Perpetual CSI 19309435 Qty 36 Type FULL USE PoP: 11/21/2017 through 11/20/2022 | OM | 1 | \$190,255.63 | \$190,255.63 |
| 3 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Audit Vault and Database Firewall - Processor Perpetual CSI 19309435 Qty 31 Type FULL USE PoP: 11/21/2017 through 11/20/2022 | OM | 1 | \$85,477.27 | \$85,477.27 |
| 4 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Audit Vault and Database Firewall - Processor Perpetual CSI 19309435 Qty 29 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2022 | OM | 1 | \$71,077.88 | \$71,077.88 |
| 5 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Database Vault - Processor Perpetual CSI 19309435 Qty 24 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2022 | OM | 1 | \$112,744.07 | \$112,744.07 |



Price Quotation

Quote: 4615813
Reference: 1295107
Date: 10/11/2017
Expires: 11/06/2017

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|----------|-----|--------------|--------------|
| 6 | SUPP RENEWAL-OTHER | OM | 1 | \$190,256.01 | \$190,256.01 |
| | Support Renewal - Other Oracle Database Vault - Processor Perpetual CSI 19309435 Qty 36 Type FULL USE PoP: 11/21/2017 through 11/20/2022 | | | | |

Total: **\$762,554.93**

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at:
<http://www.oracle.com/us/support/policies/index.html>. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.



Price Quotation

Quote: 4615813
Reference: 1275139
Date: 10/11/2017
Expires: 11/06/2017

To: Evan Pauley
WV Enterprise Resource Planning Board
312 Maccorkle Avenue SE
Charleston, WV 25314

From: Jeanette Sonner
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (304) 356-2462
Fax:
Email: Evan.Pauley@wvsao.gov

Phone: (703) 773-9241
Fax: (866) 419-7926
Email: jeanette.sonner@dlt.com

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|----------|-----|-------------|-------------|
| 1 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Advanced Security - Processor Perpetual CSI 19309435 Qty 24 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$26,848.56 | \$26,848.56 |
| 2 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Advanced Security - Processor Perpetual CSI 19309435 Qty 36 Type FULL USE PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$45,306.95 | \$45,306.95 |
| 3 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Audit Vault and Database Firewall - Processor Perpetual CSI 19309435 Qty 31 Type FULL USE PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$20,355.32 | \$20,355.32 |
| 4 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Audit Vault and Database Firewall - Processor Perpetual CSI 19309435 Qty 29 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$16,926.29 | \$16,926.29 |
| 5 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Database Vault - Processor Perpetual CSI 19309435 Qty 24 Type LIMITED USE BACK UP PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$26,848.56 | \$26,848.56 |



Price Quotation

Quote: 4615813
Reference: 1275139
Date: 10/11/2017
Expires: 11/06/2017

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|----------|-----|-------------|-------------|
| 6 | SUPP RENEWAL-OTHER Support Renewal - Other Oracle Database Vault - Processor Perpetual CSI 19309435 Qty 36 Type FULL USE PoP: 11/21/2017 through 11/20/2018 | OM | 1 | \$45,307.04 | \$45,307.04 |

Total: **\$181,592.72**

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at:
<http://www.oracle.com/us/support/policies/index.html>. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

To the extent the terms and conditions referenced as MSORACLE14 negotiated between the state and Oracle has expired and no longer applicable -

THIS QUOTE IS SUBJECT TO THE TECHNICAL SUPPORT TERMS AND CONDITIONS OF THE ORACLE MASTER AGREEMENT (OMA) DOCUMENT PROVIDED IN THE LINK: [<http://www.dlt.com/products/oracle/terms-and-conditions>]. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE REFERENCED TERMS ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT."