



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator

1000 Emeline Avenue, Santa Cruz, CA 95060

(83 1) 454-4130 or 454-4045 FAX: (83 1) 454-4642

April 2, 2001

AGENDA: April 17, 2001

### BOARD OF SUPERVISORS

county of Santa Cruz

701 Ocean Street

Santa Cruz, CA. 95060

### APPROVAL TO IMPLEMENT AN ORACLE DATABASE SYSTEM TO SUPPORT CALWIN AND CHILD WELFARE SERVICES

Dear Members of the Board:

On January 11, 2000, your Board approved the implementation of the CalWORKs Information Network System (CalWIN); a federally mandated automated system to meet both current and projected demands of the State public assistance client population. As you know, the Human Resources Agency (HRA) has completed many of the essential tasks required for the start-up of the CalWIN program and is scheduled to fully implement the system in the spring of 2003. In order to proceed to the next phase of the project in the continuing development of CalWIN, it is necessary to implement a centralized database system capable of providing the full integration of all automated management systems in operation at HRA.

The proposed database system will provide for shared data management and common report generation among existing and future HRA information systems. In addition, the system will permit the execution of an automated Child Welfare Services (CWS) risk assessment process known as Structured Decision-Making (SDM). The purpose of this letter is to recommend the approval to purchase and deploy an Oracle database system and take the appropriate actions required to implement SDM, including the addition of necessary staff. Procurement of hardware, software, training, documentation and consulting services using discounted rates of accepted California Multiple Awards Schedule (CMAS) vendors will be coordinated through the County Purchasing Department in accordance with the Board of Supervisors approved policies and procedures. Funds for these contracts are available for this fiscal year and the cost of the additional staff will be covered by the existing Child Welfare allocation from the State. The proposed data base system and risk assessment process can be implemented at no additional cost to the county.

### ORACLE DATABASE SYSTEM

The Oracle database system will create a central data repository for current information systems. A significant and growing problem in providing services is the number of different information systems

78.1

Agenda: April 17, 2001

**APPROVAL TO IMPLEMENT AN ORACLE DATABASE SYSTEM TO SUPPORT CALWIN AND CHILD WELFARE SERVICES**

that currently compile information about clients. Major client management systems currently in use in the agency include Child Welfare Services/Case Management System (CWS/CMS), GAIN Information System (GIS), Job Training Automation (JTA), Welfare Client Data System (WCDS) and several smaller systems, e.g., the Public Guardian and Veterans Services systems. All of these systems process data that is used internally as well as generate reports for State and Federal agencies. However, each system has a unique operating environment, and thus it is difficult and labor intensive to share and retrieve data between systems. The centralization of critical data elements of the existing systems into an agency data warehouse will allow timely and accurate reporting across all systems.

The system HRA proposes consists of server hardware and the Oracle database application. The choice to use the Oracle database application is consistent with the CalWIN Consortium of Counties' choice of the Oracle database system with the approval of the California Department of Social Services (CDSS). Once in place the data platform will enable HRA to consolidate and transform data from operational systems into a single, cross-functional system that will allow staff to share data about participants and create reports using this shared data. The Director of Information Services was contacted and is aware of HRA's plan to implement the Oracle project.

The implementation of the Oracle platform includes purchasing the Oracle Corporation license for the database application, support and training in the amount of \$339,341; and fixed asset purchases for server equipment in the amount of \$91,213.

Structured Decision-Making will be the first application that will benefit from the proposed database system. Full implementation of SDM is scheduled for early fall 2001 and requires the Oracle database platform. HRA recently received State approval for the implementation of SDM with the Oracle database system and the purchase of the required hardware.

CHILD WELFARE SERVICES STRUCTURED DECISION-MAKING

In 1999, the Child Welfare League of America (CWLA) conducted a study of Santa Cruz County CWS programs and services. At that time, CWLA recommended improvements in two areas as a priority: the quality and consistency of decision-making practice and the documentation of agency actions and rationales for child welfare decisions. Over the past year and a half, the HRA task force charged with addressing the CWLA recommendations evaluated various risk assessment tools and recommended the implementation of Structured Decision-Making. The Children's Research Center developed this successful and highly regarded risk assessment tool based on research in more than thirty states and a pilot project with fifteen California counties. The research demonstrated that the use of SDM for decision-making reduces the number of subsequent referrals, injuries, and placements for high and very high-risk families. SDM will provide additional information to support case decision-making and will assist HRA in documenting decisions. Because SDM creates a framework for prioritizing services, the assessment tool will also aid HRA in targeting services to the most vulnerable families and children. The California Department of Social Services is strongly supporting the adoption of SDM as the proposed risk assessment tool.

78.1

Agenda: April 17, 2001

**APPROVAL TO IMPLEMENT AN ORACLE DATABASE SYSTEM TO SUPPORT CALWIN AND CHILD WELFARE? SERVICES**

In order to realize the full benefit of the SDM risk assessment tool, the process must be completely integrated into HRA's child welfare philosophy, policy and practice, including existing assessment, investigation and evaluation procedures, case plans and court documents. The implementation of SDM also involves ongoing outreach and collaboration with law enforcement, Juvenile Court, community based organizations, foster parents, other County agencies and the community. This complex task will require the addition of an additional staff person who is dedicated to the implementation of SDM (1 FTE Senior Analyst). This position is needed immediately so that planning and training can be completed for the scheduled fall 2001 implementation. For the period from May 1, 2001 through June 30, 2001, HRA anticipates salary and benefit expenditures for this position in the amount of \$12,997. The full cost of this position will be funded by the existing CWS allocation and the addition of this position represents no new County cost.

While the proposed Oracle database system would provide the technological platform for the risk assessment tool, in order for staff to use the tool effectively, it is also necessary to provide specific training and support in the use of the risk assessment tool. A contract in the amount of \$23,526 with the Children's Research Center is proposed to train and to assist staff with development of a plan to integrate SDM with existing policies and procedures by the time the Oracle database system is operational. A sole source contract with Children's Research Center (included as an attachment to this letter) is necessary to implement SDM since the service is only available through the Children's Research Center. The proposed contract is on file with the Clerk of the Board. Funds for the contract are available for this fiscal year with no additional cost to the county.

CONCLUSION AND RECOMMENDATIONS

The proposed implementation of the Oracle data base and related actions regarding the Structured Decision Making risk assessment tools represent an opportunity to significantly improve shared data management and at the same time increase the quality and consistency of child welfare decisions. It is therefore RECOMMENDED that your Board take the following actions:

1. Approve fixed asset purchases in the amount of \$91,213 to provide the hardware for the Oracle database system; and
2. Authorize the Human Resources Agency Administrator to execute a contract with Oracle Corporation in the amount of \$339,341 to license the application and provide technical support and training (Attachment 1);
3. Approve the addition of 1.0 FTE position in the Human Resources Agency, and direct County Personnel to expedite classification and hiring; and

BOARD OF SUPERVISORS

Agenda: April 17, 2001

**APPROVAL TO IMPLEMENT AN ORACLE  
DATABASE SYSTEM TO SUPPORT CALWIN  
AND CHILD WELFARE SERVICES**

- 4. Approve the attached contract (Attachment 3) with Children's Research Center for Structured Decision Making training and implementation services in an amount not to exceed \$23,526 and authorize the Human Resources Agency Administrator to execute the contract on behalf of the Board.

Very truly yours,



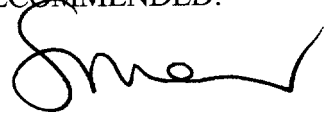
CECILIA ESPINOLA  
Administrator

Attachments

CE/ES/RT/SG:jr

N:\Board\_Letters\Fiscal\_Year\_00-01\Admin\_Services\Information\_Services\oracle2.doc

RECOMMENDED:



---

SUSAN A. MAURIELLO  
County Administrative Officer

- CC: County Administrative Office
- General Services
- Auditor-Controller
- County Counsel
- Risk Management
- Contractors



## Ordering Document

**Customer Name:** Santa Cruz County  
**Customer Location:** 1040 Emeline Avenue  
 Building E  
 Santa Cruz, CA 95060

**Contract Administrator:** Gary Withrow  
**Phone:** 831454 4118  
**Fax:**

**Technical Contact:**  
**Phone:**  
**Fax:**  
**Email Address:** gwithrow@conccetric.net

### ORACLE AGREEMENT INFORMATION

**Agreement:** California Multiple Award Schedule, 3-94-70-0013, Supplement #5

This Ordering Document is placed pursuant to terms and conditions identical to the terms and conditions of the California Multiple Award Schedule between the State of California and Oracle with the exception of pricing and discounts specific to this Ordering document. In case of any conflict between this Ordering Document and the California Multiple Award Schedule, this Ordering Document shall take precedence.

4

#### A. PROGRAMS

Customer has ordered the Program licenses described below for use in U.S., unless otherwise specified.

Description	Quantity	License Type	List License Fee	Discount	Net License Fee	Net Product Support Fee	Net Update Subscription Service Fee
Oracle Database Enterprise Edition	250	Named User-Multi Server	187,500	35%	121,875	8,531	18,281
Oracle Database Standard Edition							
Oracle Database Lite							
Oracle Database Enterprise Edition	800	Universal Power Unit	80,000	35%	52,000	3,640	7,800
Diagnostic Management Pack	2.50	Named User-Multi Server	12,500	35%	8,125	569	1,219
Tuning Management Pack	250	Named User-Multi Server	12,500	35%	8,125	569	1,219
Change Management Pack	250	Named User-Multi Server	12,500	35%	8,125	569	1,219
Internet Application Server Enterprise Ed.	800	Universal Power Units	24,000	35%	15,600	1,092	2,340
Internet Developer Suite	1	Named User-Multi Server	6,245	35%	4,059	284	609
Discoverer Desktop Edition	10	Named User-Multi Server	9,950	35%	6,468	453	970
SQL*Plus	1	Named User-Multi Server	620	35%	403	28	60
Warehouse Builder	2,800	Universal Power Unit	70,000	35%	45,500	3,185	6,825

#### CD Packs:

Oracle Database 8i CD Pack for Microsoft Windows NT |  
 Oracle Internet Developer Suite CD Pack for MS Windows 95/98/NT/2000 |  
 Oracle9i Application Server for Microsoft Windows NT |  
 ola\_od\_071000

18.1

5

ATTACHMENT

78.1

**Net License Fees: 270,280**  
**CD Pack Fees: 119.85**  
**First Year Product Support Fee: 18,920**  
**First Year Update Subscription Service Fee: 40,542**  
**Education Prepaid Credit: 9,280**

**Total Fees: \$ 339,141.85**

**B. GENERAL TERMS**

1. Technical Support. Fees for Technical Support Services are due and payable annually in advance. Technical Support Services are effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. The Shipment Summary included with this Ordering Document specifies the CD Pack and/or Programs on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the Customer Location 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program currently available in production release as of the Effective Date below. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Update Subscription Service, additional CD Packs for the programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer. Additional Programs may be included with Customer's order which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these Programs. A copy of Oracle's Definitions and General Licensing Rules is attached hereto and incorporated by reference.
3. Education Prepaid Credit (EPPC): may be used to acquire education products and services as specified in the Oracle University catalogue in effect at the time such products or services are ordered. An EPPC is valid for 12 months from the date the EPPC is acquired or as specifically stated in the applicable Order for the EPPC. Customer may be required to execute standard Oracle ordering materials when using an EPPC to order education products or services.

9

Customer and Oracle agree that the terms and pricing of this Ordering Document shall not be disclosed without the prior written consent of the other party. This quote is valid through April 15, 2001 and shall become binding upon execution by Customer and acceptance by Oracle.

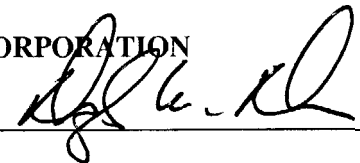
**SANTA CRUZ COUNTY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ORACLE CORPORATION**

Signature: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SANTA CRUZ COUNTY**

Approved as to form

Signature: 

Name: Pamela Fyfe

Title: County Counsel

Effective Date: \_\_\_\_\_

**SHIPMENT SUMMARY:**

**CD PACK**

Oracle Database 8i CD Pack for Microsoft Windows NT

Oracle Internet Developer Suite CD Pack for MS Windows 95/98/NT/2000

Oracle9i Application Server for Microsoft Windows NT

**PROGRAMS**

Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Lite, Diagnostic Management Pack, Tuning Management Pack, Change Management Pack, SQL\*Plus, Warehouse Builder

Internet Developer Suite, Discoverer Desktop Edition

Internet Application Server Enterprise Edition

78.1

8

ORACLE™

Oracle Corporation

1 Davis Drive  
Belmont  
California 94002

phone 650.306.7000  
fax 650.506.7606

Francis Benavidez  
Human Resources Agency,  
County of Santa Cruz,  
Information Services Agency,  
1000 Emeline Avenue,  
Santa Cruz, CA 95060

March 29, 2001

This is to confirm that the expiration date on the Oracle contract proposal between Oracle Corporation and Santa Cruz County HRA for the purchase of Oracle software licenses and technical maintenance has been extended from April 15 to April 30, 2001.

Sincerely,

*Libby Spruill* 3-30-01

Libby Spruill  
Oracle Corporation

78.1





Department of General Services  
 procurement Division  
 P.O. Box 942804  
 Sacramento, CA 94204-000 1

9

State of California

# MULTIPLE AWARD SCHEDULE SUPPLEMENT NO. 5 Oracle Corporation

3-94-70-0013 -	Brand-Oracle Software-Database Software-Database Tools Software-Development Tool Software-Electronic Commerce Software-Information Retrieval Software-Internet Access Consulting-Application Development Consulting-Database-Design Consulting-Software Development Training-Software Service-Software Maintenance
----------------	---

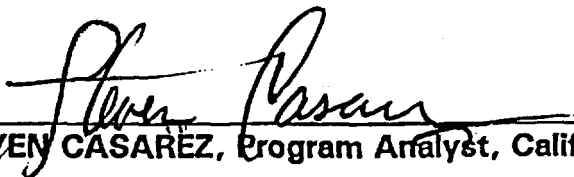
CONTRACT NUMBER 3-94-70-0013	12/1/1998	through
AND GSA* TERM:	11/30/2003	
DISTRIBUTION:	STATEWIDE	

\*or other similar schedules as defined by CMAS Unit

**CMAS Schedule - GSA #GS-35F-0108J (ORACLE CORPORATION)**

This supplement replaces in its entirety ORACLE'S's existing California Multiple Award Schedule (CMAS) which expired on September 30, 1999.

THERE IS NO LEGAL AUTHORITY FOR CONTRACTORS TO PROVIDE NON-INFORMATION TECHNOLOGY SERVICES UNDER THE CMAS PROGRAM. AGENCIES SHOULD NOT ENTER INTO CMAS AGREEMENTS FOR NON-INFORMATION TECHNOLOGY SERVICES.

  
 STEVEN CASAREZ, Program Analyst, California Multiple Award Schedule Unit

Effective Date: **10/4/1999**

78.1

10

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5**

**SMALL BUSINESS ORDERING CONSIDERATION**

Effective January 1, 1999, pursuant to Assembly Bill No. 2405, prior to placing orders under the California Multiple Award Schedule program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts (Public Contract Code 10290). NOTE: Substantiation of compliance with this requirement will be requested by the Department of General Services auditors when your files are reviewed.

The following website lists CMAS Small Business Partners:

[www.pd.dgs.ca.gov/acqui/contract/sbe.htm](http://www.pd.dgs.ca.gov/acqui/contract/sbe.htm)

**ORDER FORM**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

The Procurement Division will bill each state and local agency for use of CMAS contracts, equal to 1.21% of the value of each order. The Procurement Division will bill state and local agencies directly. The 1.21% fee should NOT be included in the order total, or remitted before a bill is received from us.

One COPY of each order shall be forwarded to the Department of General Services (DGS), Procurement Division, CMAS Unit, 1600 - 6th Street, Suite 116, Sacramento, CA 95814, Attention: Carol Umfleet (IMS# C-39).

**ORDERING PROCEDURES**

The ordering entity is required to complete and distribute the order form. For services, the ordering entity shall modify the information contained on the form to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included on the order, not just system totals.

**CONTRACT PRICING**

Contract prices for products and/or services are maximums. The ordering agency is encouraged to negotiate lower prices.

**STATE POLICY**

USE OF CMAS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE CMAS PROGRAM BY COMPARING

DIFFERENT SCHEDULES FOR VARYING PRODUCTS, SERVICES AND PRICES, AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS, TO OBTAIN THE BEST VALUE AVAILABLE.

THE CALIFORNIA MULTIPLE AWARD SCHEDULE DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTS OR PROCUREMENTS OF GOODS OR SERVICES. Special attention should be given to the Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62, the Productive Use Requirements of SAM Section 5203.

Agencies should be aware that approval from the Department of Information Technology (DOIT) is required for:

- procurement of major Information Technology systems pursuant to SAM Section 4819.39;
- purchase of imaging equipment which exceed \$25,000; and
- purchase of used Information Technology equipment.

Special attention is to be given to the following:

- SAM Section 4819.41 and 4832 certifications for Information Technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies must adhere to the guidelines in SAM Section 2120/2121 for servicing office equipment.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including amendments which exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 state agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.

**YEAR 2000 COMPLIANCE**

Contract language pertaining to Year 2000 Compliance is addressed in the attached CMAS Terms and Conditions.

**PERSONAL SERVICES**

To ensure sufficient expertise for all consulting or personal services contracts, prior to issuing an order, the ordering agency is required to review the resumes of all personnel the Contractor Intends to Use to fulfill the order. Each agency is responsible for verifying

11

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5**

that Contractor personnel meet any education or experience requirements listed in the CMAS contract.

Each order should contain, as a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task. The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

Personal services are available under the following two options:

1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code 19130.b (3)).
2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three (3) months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the Contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code 19130(b).

**FOLLOW-ON CONTRACTS/PURCHASE ORDERS FOR CONSULTANT SERVICES IN FEASIBILITY STUDIES AND EDP ACQUISITION**

No person, firm, or subsidiary thereof who has been awarded a consulting services contract/purchase order, or a contract/purchase order which includes a consulting component, may be awarded a contract/purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract/purchase order. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

**LEASE/PURCHASE ANALYSIS**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). The LPA is not required to be approved by the Department of General Services.

**PRICE ANALYSIS**

CMAS contracts are considered "price analyzed" because they are based upon federal government multiple award schedules on which a price/cost analysis was already performed, or upon other multiple award schedules where the products have been competitively bid and the prices compared and/or assessed. Therefore, additional analysis is not required by the Procurement Division or individual agencies.

**ORDER LIMITS**

The maximum amount of each transaction placed under the award contract is \$500,000.

Splitting of contracts to avoid any monetary limitations is prohibited (SAM 12 15).

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.341).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

12

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5**

**MULTIPLE CONTRACTS ON STD. 65 ORDER FORM**

Agencies may include multiple contracts from the same supplier on a single Std. 65 Contract/Delegation Purchase Order. Agencies wishing to create a single purchase order using multiple CMAS contract numbers must adhere to the following guidelines, without exception. --

1. All contracts must be for the same CMAS supplier.
2. The order must go to one supplier location.
3. Place the word 'CMAS' in the space usually reserved for the contract number. On Std. 65s, this is at the top of the form. The word 'CMAS' signifies that the order contains items from multiple CMAS contracts.
4. The purchasing agency may only use one (1) bill code.
5. For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing by the Procurement Division.
6. The total of all items on the purchase order must not exceed the order limit identified in the CMAS contract.
7. Do not combine items from both commodity and information technology contracts. Commodity contracts begin with the number 4 and information technology contracts begin with the number 3. The order limits are different for these types of contracts.

**MAINTENANCE TAX**

Section 1655 of the Sales and Use Tax Regulations of the Business Taxes law Guide under Optional Warranties rule is that sales tax shall not be charged on optional warranties and therefore the Contractor is considered the end user and liable for the sales tax. Prices charged for service are not subject to sales tax and neither can sales tax be assessed the State for any part or consumable supply installed that is included in the full service maintenance.

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under

the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the hardware/software or services they offer under the Not Specifically Priced (NSP) Items provision; or, otherwise, risk contract termination.

CMAS Contractor has the option of accepting orders for non-contract products and services (NSP items), subject to the following requirements. Agency orders containing only NSP items are prohibited. To be included on an order issued under this contract, NSP items must adhere to the following provisions and limitation.

1. The Contractor agrees to specifically monitor all schedule orders received to ensure adherence to this provision.
2. A schedule order containing NSP items may be issued only if such an order results in the lowest overall alternative to meet the needs of the Government.
3. NSP items shall be clearly identified in the schedule order. Any product or service already specifically priced and included in the schedule contract may not be identified as a NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all NSP items included in a schedule order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the supplier, the total dollar value of all NSP items in a schedule order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. This includes orders with approved -exception"-limits.
5. An NSP item included in an order issued against a schedule contract is subject to all of the terms and conditions set forth in the schedule contract.
6. The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:
  - a) Items which are not intended for use in directly supporting the priced items included in the same order. An item must be subordinate to the specifically-priced item that the NSP item is supporting.

For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced Printer or facsimile machine, and is eligible to be an NSP

13

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5

item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

- b) Supply-type items, except for the minimum amount necessary to provide initial support to the priced schedule items included in the same order.
- c) Software, except operating software.
- d) Computers, Computer Systems, Workstations and Terminals.
- e) External Peripherals.
- f) Trade-ins, Upgrades, involving the swapping of boards, are permissible, where the schedule contract makes specific provisions for this action. In those instances where it is permitted, the schedule order must include the replacement item and an order notation that the purchase involves the swapping of a board.
- g) Items which do not meet the Productive Use Requirements.
- h) Any other item or class of items which is specifically excluded from the scope of this schedule contract.
- i) Public Works components which are NOT incidental to the overall project requirements. Refer to the previous Public Works Projects provision as well as the CMAS Terms and Conditions, Provision #7.
- j) Products or services the supplier is NOT factory authorized or otherwise certified or trained to provide.
- k) Follow-on consultant services that were previously recommended or suggested by the same supplier for information technology projects. Refer to the CMAS Terms and Conditions, Provision #33.

paying customer must be external to the Contractor's organization (not owned by the Contractor and not owning the Contractor).

To substantiate compliance with the Productive Use Requirements, the Contractor must provide the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**Category 2 - All information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$ 100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$ 10,000	1 month

CREDIT CARD

ORACLE CORPORATION accepts the State of California credit card (CAL-Card).

Agencies are NOT required to submit support documentation to CMAS for CAL-Card transactions, and the CMAS Unit will not bill agencies for CAL-Card transactions.

CONTRACTOR TRAVEL

State agencies (not local governments) should refer to SAM Section 0774 "TRAVEL AND RELATED REIMBURSEMENT OF PERSONS NOT STATE EMPLOYEES," when transportation and per diem costs are to be reimbursed by the State.

If the contract provides for travel, State agencies may pay travel and per diem expenses according to state travel time and per diem rules (represented employee

The Contractor will not accept any order under the contract containing NSP items which does not conform to these terms. The Contractor will promptly notify the Customer agency issuing the non-conforming order of its non acceptance and the reasons for its non acceptance.

PRODUCTIVE USE REQUIREMENTS

Each equipment or software component must be in current operation for a paying customer and the

78.1

14

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5**

rates) and verified receipts. Local government, education and special districts will pay travel time and per diem according to their statutory requirements. All travel and per diem expenses must be within contract parameters, and incorporated into the agency's order.

If travel is NOT addressed or is not covered in the contract, then the agency cannot include it as a line item on the order.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination.

**PAYMENT TERMS**

Net 30 days.

Each State accounting office must have a copy of the attached Vendor Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their respective accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

**DELIVERY**

30 days after receipt of order, or as negotiated between agency and Contractor.

**WARRANTY**

See award schedule for warranties.

Contractor personnel shall have the experience, education and expertise as delineated in the CMAS contract.

**OWNERSHIP INFORMATION**

ORACLE CORPORATION is a large business enterprise.

**CONTRACT DISTRIBUTION AND UPDATES**

Contractors will provide to agencies a copy of their catalog(s) or listing(s), contract terms and conditions, and all updates upon request.

**SUPPLIER QUARTERLY REPORTS**

Contractors are **required** to submit a detailed report quarterly to the DGS Procurement Division, **CMAS Unit, 1600 - 6th Street, Suite 116, Sacramento, CA 96814, Attention: Carol Umfleet.** A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Suppliers with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete.

**Effective September 30, 1997, new schedules for suppliers with existing schedules, and extensions or**

**renewals of existing schedules, will be approved ONLY if the supplier has submitted to the CMAS Unit all quarterly reports due. Copies of purchase orders are no longer acceptable. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. Subsequent to September 30, 1997, reports which become two months past due will result in automatic contract revocation. A report is required even when there is no activity.**

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report (Attachment A) indicating required format and information is attached for your reference.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and state laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment B for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Supplier sponsored events must provide reasonable accommodations for persons with disabilities.

**ALTERNATIVE MEDIA AND ON-LINE ACCESS TO SCHEDULES**

Contact Contractor directly regarding the availability of schedules or listings on CD ROM, or access to **electronic Bulletin Board Systems (BBS).**

15

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ORACLE CORPORATION  
3-94-70-0013, SUPPLEMENT #5

CONTRACTOR MAILING ADDRESS AND PHONE NUMBER

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Orders may be mailed to the following address:

ORACLE CORPORATION  
1001 Sunset Blvd.  
Rocklin, CA-95765

Carol Umfleet  
Department of General Services  
Procurement Division, CMAS Unit  
1500 - 5th Street, Suite 116  
Sacramento, CA 95814

Attn: William 'Knut' Steel

Phone # 916/324-8045  
Fax # 916/323-1441

Calnet # 8/454-8045

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: 916/315-5093  
Fax: 916/315-5051  
E-mail: wsteel.us.oracle.com

Want to know more about CMAS? We welcome the opportunity to present the details of this program to your agency or group. Please contact the California Multiple Award Schedule Unit at 916/324-8045 or Calnet 8/454-8045 to arrange a date and time.

78.1

16

# ATTACHMENT A

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Calendar Quarter Number:(Quarter # and Year)

CMAS Contract Number: XX-XX-XX-XxXxX (including alpha suffix if applicable)

Contractor: Company Name

Address

Contractor Contact: Name

Phone Number

Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars per Order	Agency Contact	Agency Address	Phone Number

Total dollars for quarter: \$ \_\_\_\_\_

Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

**NOTE: A report is required even when there is no activity.**

78.1



**ATTACHMENT B**

**ADA NOTICE**

**Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable modification to participate in the Procurement process, or for persons having questions regarding reasonable modifications for the Procurement process, please contact the Procurement Division at (916) 445-2500 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person that is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 322-7535  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379  
TTV: 1-800-735-2929 or 1-888-877-5378  
Speech to Speech: 1-800-854-7784

18

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this

SECTION 1 must be completed by the requesting state agency before forwarding to the vendor

1  PLEASE RETURN TO:	DEPARTMENT/OFFICE <b>DGS Procurement Division CMAS Unit</b>	PURPOSE Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident vendors. For return of this fully completed form will provide delays when processing payments. <i>(See Privacy Statement on reverse)</i>
	STREET ADDRESS <b>1808 14th Street, Suite 100</b>	
	CITY, STATE, ZIP CODE <b>Sacramento Ca 95814</b>	
	TELEPHONE NUMBER <b>916/324-8045</b>	

2	VENDOR'S BUSINESS NAME <b>ORACLE CORPORATION</b>
	SOLE PROPRIETOR/ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) <b>500 ORACLE PKWY</b>
	MAILING ADDRESS (Number and Street or P. O. Box Number) <b>REDWOOD SHORES CA 94065</b>
	(City, State, and Zip Code)

3  VENDOR ENTITY TYPE	CHECK ONE BOX ONLY	NOTE: State or local governmental entities, including school districts are not required to submit this form
	<input type="checkbox"/> MEDICAL CORPORATION (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Non-profit) <input checked="" type="checkbox"/> ALL OTHER CORPORATIONS	

4  VENDOR'S TAXPAYER I.D. NUMBER	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18645 (See reverse)	NOTE: Payment not be processed without an accompanying taxpayer I.D. number.
	FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) <b>94-2871189</b>	
	IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.	IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.

5  VENDOR RESIDENCY STATUS	CHECK APPROPRIATE BOXES:	NOTE: a. An estate is a resident if decedent was California resident at time of death. b. A trust is a resident if at least one trustee is California resident. <i>(See reverse)</i>
	<input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	

6  CERTIFYING SIGNATURE	I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.		
	AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print) <b>Alvin R. Daddour</b>	TITLE <b>MGR, GOVT CONT OPER</b>	
	SIGNATURE <i>Alvin R. Daddour</i>	DATE <b>5/19/98</b>	TELEPHONE NUMBER <b>301/907-2</b>

78.1

19

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

This agreement shall provide the State, at its discretion, the right to procure the products and services offered by the Contractor as identified in the Contractor's California Multiple Award Schedule; subject to the availability of funds, unless earlier terminated by the State in accordance with the termination provisions contained herein, or the purchase order.

All CMAS terms and conditions (including cover page provisions) are hereby incorporated by reference into individual purchase orders issued against the contract.

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement THERE ARE ADDITIONAL TERMS AND CONDITIONS AT THE END OF THIS CONTRACT WHICH APPLY TO ALL ORDERS.

Agency changes to the CMAS terms and conditions which result in increase risk or liability to the State are not acceptable.

**1. APPROPRIATION OF FUNDS**

a. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected equipment and software furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefor. **THIS PROVISION SHALL NOT RELIEVE THE STATE OF THE OBLIGATION TO PAY ALL FEES THAT HAVE ACCRUED BY THE STATE UNDER ANY PURCHASE ORDER OR OTHER SIMILAR ORDERING DOCUMENT UNDER THIS AGREEMENT.**

b. State agrees that if Provision a above is invoked, equipment shall be returned to contractor in substantially the same condition in which it was delivered to the State, subject to normal wear and tear. State further agrees to pay for packing, crating, transportation to contractor's nearest facility and for reimbursement to the contractor for expenses incurred for their assistance in such packing and crating.

**2. DRUG-FREE WORKPLACE CERTIFICATION**

By signing this contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1996 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available- counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
  - 1) will receive a copy of the company's drug-free policy statement; and,
  - 2) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor may be ineligible for award of any future State contracts if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

**4. STATEMENT OF COMPLIANCE**

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

**5. EXAMINATION AND AUDIT**

**a. State Auditor Audit**

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract-

**b. Disabled Veteran Business Enterprise Audit**

Contractor agrees that the awarding department, or its delegatee, will have the right to review, obtain, and copy all records pertaining to performance of the contract- Contractor agrees to provide the awarding department, or its delegatee, with any relevant information requested and shall permit the awarding department, or its delegatee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Military and Veterans Code, Section 099 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract-

**6. CONTRACTOR'S LICENSE REQUIREMENTS**

Contracts which include installation, or the wording "Furnish and Install" require at the time of contract award that suppliers possess a valid California State Contractor's License. If sub-

20

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

contractor6 are used, they must also posses a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the Calliomia State License Board (CSLB) if the total cost (labor and materials) of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for contract revocation.

7. SPECIAL -CONDITIONS - PUBLIC WORKS REQUIREMENTS (APPLICABLE TO INSTALLATION ONLY)

- a. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one-half the contract price. Forms shall be provided to the Contractor.
- b. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the dasses of labor to ba used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the contract. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628. The booklet is required to be posted at the job site.

c. The Contractor hereby certifies by signing this contract that:

- 1) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Claus6 Requirments included herein.
- 2) Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions b e f o r e commencing the performance of the work of this contract.

d. Laws to be Observed

1) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State of Political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate far the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California labor code, inclusive, It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the

Contractor shall forfeit as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the contract for each calendar day during which a workman IS required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, In violation of Caiifomla Labor Code Sections 1810-1815, inclusive.

2) Worker's Compensation insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

3) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

4) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Fransco. CA, or one of its branch offices to Insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this Section lies with the prime contractor.

5) Payroll

The contractor shall keep an accurate payroll record showing the name, social security account work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

8. DISPUTES (APPLIES TO SERVICE CONTRACTS ONLY)

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Stats 'Chief' of Procurement, or his representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California EDP policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.
- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- c. The Stats and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

21

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

9. CONTRACTOR EVALUATION (CONSULTING SERVICE CONTRACTS OVER \$5,000)

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Administrative Manual, Section 1283. The State contracting agency, upon contract completion, will complete and forward the contractor evaluation to the Department of General Services.

subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from Such discrimination and harassment Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-r), Set forth In Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. CONTRACTS- IN EXCESS OF \$200,000 (APPLIES TO SERVICE CONTRACTS ONLY)

Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code 10353).

b. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract

11. ASSIGNMENT OF ANTITRUST ACTIONS

The following provision of Government Code Section 4552, 4553, and 4554 (Statutes of 1978, Ch. 414) shall be applicable to the Contractor.

In signing this contract, the Contractor agrees that it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the Contractor for sale to the purchasing body pursuant to the contract. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.

14. VENDOR DATA RECORD

Each Contractor doing business with the State of California must indicate their residency status along with their vendor identification, number. Contractors are required to provide a completed Vendor Data Record, Std. 204 (attached), to the DGS Procurement Division before entering into this contract.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the contract price, less the expenses incurred in obtaining that portion of the recovery.

15. DEBARMENT CERTIFICATION (FEDERALLY FUNDED SERVICE CONTRACTS OVER \$10,000)

The prospective recipient of Federal assistance funds is required to certify (attached), that neither it nor its principals are presently debarred, suspended, proposed for debarment, debarred ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor is required to complete the attached certification before entering into this contract.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

18. TERMINATION OF CONTRACT

- a. The State may terminate this contract at any time upon one month prior written notice.
- b. If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered to be terminated on the same date.
- c. Upon termination or other expiration of this contract, each Party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.

12. REQUIRED PAYMENT DATE

Payment is due to Contractor 30 days from the date the equipment, software or services are received and accepted by the State or 30 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the equipment or software is accepted by the State during the specified testing period.

**E. TERMINATION SHALL NOT RELIEVE THE STATE OF THE OBLIGATION TO PAY ALL FEES THAT HAVE ACCRUED BY THE STATE UNDER ANY PURCHASE ORDER OR OTHER SIMILAR ORDERING DOCUMENT UNDER THIS AGREEMENT.**

13. NONDISCRIMINATION CLAUSE

a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and

**F. CONTRACTOR MAY TERMINATE THIS CONTRACT OR ANY LICENSE UPON WRITTEN NOTICE TO THE STATE IF THE STATE BREACHES THIS CONTRACT AND FAILS TO CORRECT THE BREACH WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE SPECIFYING THE BREACH.**

**G. IF A LICENSE GRANTED UNDER THIS AGREEMENT EXPIRES OR OTHERWISE TERMINATES, THE STATE SHALL (A) CEASE USING THE APPLICABLE**

78.1

22

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

PROGRAMS, AND (B) CERTIFY TO CONTRACTOR WITHIN ONE MONTH AFTER EXPIRATION OR TERMINATION THAT THE STATE HAS DESTROYED OR RETURNED TO CONTRACTOR THE PROGRAMS AND AU COPIES. THIS REQUIREMENT APPLIES TO COPIES IN ALL FORMS, PARTIAL AND COMPLETE, IN ALL TYPES OF MEDIA AND COMPUTER MEMORY, AND WHETHER OR NOT MODIFIED OR MERGED INTO OTHER MATERIALS.

designated confidential by the State and made available to the Contractor in order to carry out this agreement or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this agreement or is rightfully obtained from third parties.

BY VIRTUE OF THIS CONTRACT, THE STATE OF CALIFORNIA MAY HAVE ACCESS TO INFORMATION THAT IS CONFIDENTIAL TO ORACLE ("CONFIDENTIAL INFORMATION"). CONFIDENTIAL INFORMATION SHALL BE LIMITED TO ALL INFORMATION CLEARLY IDENTIFIED AS CONFIDENTIAL.

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; OR (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; OR (C) IS LAWFULLY DISCLOSED TO THE OTHER PARTY BY A THIRD PARTY WITHOUT RESTRICTION ON DISCLOSURE; OR (D) IS INDEPENDENTLY DEVELOPED BY THE OTHER PARTY. THE STATE SHALL NOT DISCLOSE THE RESULTS OF ANY BENCHMARK TESTS OF THE PROGRAMS TO ANY THIRD PARTY WITHOUT ORACLE'S PRIOR WRITTEN APPROVAL

THE STATE AGREES, BOTH DURING THE TERM OF THIS CONTRACT AND FOR A PERIOD OF TWO YEARS AFTER TERMINATION OF ALL LICENSES GRANTED HEREUNDER, TO HOLD EACH OTHER'S CONFIDENTIAL INFORMATION IN CONFIDENCE. THE STATE AGREES, THAT UNLESS REQUIRED BY LAW, NOT TO MAKE EACH OTHER'S CONFIDENTIAL INFORMATION AVAILABLE IN ANY FORM TO ANY THIRD PARTY FOR ANY PURPOSE OTHER THAN THE IMPLEMENTATION OF THIS CONTRACT. THE STATE AGREES TO TAKE ALL REASONABLE STEPS TO ENSURE THAT CONFIDENTIAL INFORMATION IS NOT DISCLOSED OR DISTRIBUTED BY ITS EMPLOYEES OR AGENTS IN VIOLATION OF THE PROVISIONS OF THIS CONTRACT.

THIS SECTION SHALL BE INTERPRETED IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RECORDS ACT.

23. QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, CMAS Unit, 1500 5th Street, Suite 116, Sacramento, 95814, Attention: Carol Umfleet (IMS Code # C-39). A separate report is required for each contract, as differentiated by alpha suffix (if applicable).

17. UPDATES AND/OR CHANGES

a. Federal GSA Multiple Award Schedules

Updates and/or changes to the GSA Multiple Award Schedule prices and/or catalog shall be available to the State of California when they become effective for the Federal Government, with the following exceptions:

1) When Contractors offer new manufacturers' products and/or services that reside on another Contractor's schedule, the CMAS Unit must approve an amendment adding the new manufacturer's products and/or services BEFORE they may be sold to the State of California.

2) New federal contract terms and conditions that constitute a material difference from existing contract terms and conditions are not considered approved until the CMAS Unit issues an amendment that includes the new terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the Contractor or on the cost to the State.

b. Non-Federal GSA Multiple Award Schedules

Updates and/or changes to the Non-GSA Multiple Award Schedule prices and/or catalog are not considered approved until the CMAS Unit issues an amendment that includes the change and/or update.

c. Software Volume License Agreements

New software products, when added by the authorized resellers, shall be available to the State of California without the need for an amendment from the CMAS Unit.

18. CONTRACT AMOUNT

There is no minimum or maximum dollar amount specified by this contract nor is there any guarantee of minimum purchase of Contractor's products or services by the State.

19. PURCHASE ORDER LIMITS

Orders for Information Technology products and/or services shall not exceed \$500,000 Per transaction. Orders for non Information Technology (commodities) products and/or services shall not exceed \$100,000 per transaction.

20. NO ADDITIONAL COSTS

No additional costs beyond those identified in the agreement shall be incurred by the State for obtaining the products and services offered.

21. DELIVERY (ORDERS \$250,000 OR LESS)

If the Contractor does not deliver its products to a site designated by the state within the delivery time specified, the State may terminate the right of the Contractor to deliver and may obtain substitute products.

22. CONFIDENTIALITY

All financial, statistical, Personal, technical and other data and information relating to the State's operation which are

78.1

23

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS

ORACLE CORPORATION (version 10-4-1999)

Suppliers with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete.

New schedules for suppliers with existing schedules, and extensions or renewals of existing schedules, will be approved ONLY if the supplier has submitted to the CMAS Unit all quarterly reports due. [Copies of purchase orders are no longer acceptable.] Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. Reports which become two months past due will result in automatic contract revocation. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

24. TAXES

The State of California is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State will only pay for any State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the State pursuant to this contract.

25. INVOICES AND PAYMENTS

The Contractor shall render invoices to the ordering agency. Invoices for purchases and software fees are not due and payable until successful completion of any applicable acceptance testing. Invoices for services are not due and payable, and do not constitute an obligation of the State, until the month following the month for which charges accrue.

Software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the contract or purchase order.

26. AMENDMENTS

THIS AGREEMENT MAY NOT BE MATERIALLY MODIFIED OR AMENDED WITHOUT MUTUAL AGREEMENT. This contract may be amended by mutual consent of the parties. An amendment shall not be effective until approved by the Director of General Services, or until a certification of exemption from such approval has been signed by the contracting agency. No alteration or variation of the terms of this contract shall be valid unless made in writing, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

27. ASSIGNMENT

This contract shall not be assignable in whole or in part without written consent of the State. It is the policy of the State of California to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the contract. The State does not normally object to the granting of assignments for financial purposes provided that the original Contractor retains all of its responsibilities and obligations under the contract. In the event of any assignment herein to which the State has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the State unless otherwise stipulated in the state selected financing plan.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

THIS CONTRACT SHALL NOT BE ASSIGNABLE IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF CONTRACTOR, UNLESS SUCH ASSIGNMENT OCCURS THROUGH THE OPERATION OF THE LAW. CONTRACTOR SHALL ONLY WITHHOLD WRITTEN CONSENT WITH REASONABLE CAUSE. IN THE EVENT OF ANY ASSIGNMENT HEREIN TO WHICH THE STATE HAS CONSENTED, EACH SUCH ASSIGNMENT SHALL CONTAIN A PROVISION THAT FURTHER ASSIGNMENTS SHALL NOT BE MADE TO ANY THIRD OR SUBSEQUENT PARTY WITHOUT ADDITIONAL WRITTEN CONSENT OF CONTRACTOR (NOT TO BE UNREASONABLY WITHHELD). UNLESS OTHERWISE STIPULATED TO BY CONTRACTOR

28. GENERAL INDEMNITY

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses, with the exception of consequential damages accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this contract which are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims.

29. GOVERNING LAW

This Agreement shall be governed in accordance with, and its performance governed by, the laws of the State of California.

30. CONFLICT OF TERMS

If there is a conflict between the terms and conditions of the Contractor's MULTIPLE award schedule and the California Multiple Award Schedule terms and conditions, the California Multiple Award Schedule terms and conditions shall prevail.

31. NEWSRELEASES

News releases pertaining to this agreement shall not be made without prior written approval of the DGS Procurement Division.

32. CONTRACTS (ORDERS) FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT

All contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a. It is mutually understood between the parties that this contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the

78.1

24

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

contract (order) were executed after that determination was made.

- b. This contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract (order) in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract (order) shall be amended to reflect any reduction in funds.
- d. The department has the option to void the contract (order) under the 30day cancellation clause or to amend the contract to reflect any reduction of funds.

33. FOLLOW-ON CONTRACTS FOR CONSULTANT SERVICES IN FEASIBILITY STUDIES AND EDP ACQUISITION (SAM 5202)

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

34. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract

35. CONFLICT OF INTEREST

a. Current State Employees (Public Contract Code Section 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b. Former State Employees (Public Contract Code Section 10411):

- 1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any Part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- 2) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

36. PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION

a. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the equipment or software supplied by the Contractor, or the operation of such equipment pursuant to a current version of Contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

- 1) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
- 2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- 3) THAT THE STATE PROVIDE ORACLE WITH ASSISTANCE, INFORMATION AND AUTHORITY NECESSARY TO PERFORM ORACLE'S OBLIGATIONS UNDER THIS SECTION.

b. Should the machines or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the machines or software, or to replace or modify the same so that they become noninfringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of s&h equipment or software by the State shall be prevented by injunction, the Contractor agrees to take back such equipment or software, and refund any sums the state has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute equipment or software. If, in the sole opinion of the State, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the Contractor under this contract impractical, the state shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such equipment or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.



25

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

- c. The Contractor shall have no liability to the State under any provision of this Paragraph 36 with respect to any claim of patent, copyright, or trade secret infringement which is based upon:
  - 1) The combination or utilization of machines furnished hereunder with machines or devices not made or furnished by the Contractor.
  - 2) The Operation of machines furnished by the Contractor under the control of any operating software other than, or in addition to, the aforementioned current version of Contractor-supplied operating software.
  - 3) The modification by the State of the machines furnished hereunder or of the aforementioned software.
  - 4) The combination or utilization of software furnished hereunder with noncontractor's supplied software.
- d. The foregoing states the entire liability of the Contractor with respect to infringement of patents, copyrights and trade secrets.
- e. **CONTRACTOR WILL BE RELINQUISH LIABILITY UNDER THIS PROVISION IF CUSTOMER CONTINUES TO USE SOFTWARE ONCE THEY HAVE BEEN ADVISED IN WRITING BY CONTRACTOR THAT IT IS ALLEGED TO BE INFRINGING AND REQUESTED BY CONTRACTOR TO DISCONTINUE USE.**

AGREEMENT SHALL NOT BE CONSIDERED DAMAGES FOR THE PURPOSES OF THIS CLAUSE 37; SUCH OVERUSE, WHETHER PER USER, MACHINE, OR OTHERWISE, SHALL BE DEEMED ADDITIONAL LICENSE USE FOR WHICH ADDITIONAL LICENSE FEES SHALL BE DUE.

REPLACE EQUIPMENT WITH NON-OPERATING SOFTWARE WHENEVER IT OCCURS WITHIN THIS PROVISION.

37. LIMITATION OF LIABILITY

- a. The equipment\* shall be under State's exclusive management and control. The State agrees that the Contractor shall not be liable for any damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods, and office procedures, and for establishing all proper checkpoints necessary for the State's intended use of the machines.
- b. Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of \$200,000 or the purchase price stated herein for the specific NON-OPERATING SOFTWARE that caused the damages or that are the subject matter of or are directly related to the cause of action.  
The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in Paragraph 36, entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.
- c. State's liability for damages for any cause whatsoever, and regardless of the form of action whether in contract or in tort, excluding negligence, shall be limited to the greater of \$200,000 or the purchase price stated herein for the specific machines that caused the damage or that are the subject matter of or are directly related to the cause of action.
- d. In no event will either the Contractor or the State be liable for consequential damages even if notification has been given as to the possibility of such damages.
- e. **THE STATE'S USE OF CONTRACTOR'S SOFTWARE BEYOND THE EXTENT TO WHICH THE STATE HAS BEEN LICENSED FOR SUCH USE UNDER THIS**

38. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

39. RISK OF LOSS OR DAMAGE

The State shall be relieved from all risks of loss or damage to the equipment under this contract prior to delivery and/or installation as defined in the actual purchase order except when such loss or damage is due to fault or negligence of the State.

40. WARRANTY AND DISCLAIMERS

A. PROGRAM WARRANTY

ORACLE WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DELIVERY DATE THAT EACH UNMODIFIED PROGRAM FOR WHICH THE STATE HAS A SUPPORTED PROGRAM LICENSE WILL PERFORM THE FUNCTIONS DESCRIBED IN THE DOCUMENTATION.

B. MEDIA WARRANTY

ORACLE WARRANTS THE TAPES, DISKETTES OR OTHER MEDIA TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR NINETY (90) DAYS FROM THE DELIVERY DATE.

C. SERVICES WARRANTY

ORACLE WARRANTS THAT ITS TECHNICAL SUPPORT, AND CONSULTING SERVICES WILL BE PERFORMED CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS WARRANTY SHALL BE VALID FOR NINETY (90) DAYS FROM PERFORMANCE OF SERVICE.

D. DISCLAIMERS

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTRACTOR DOES NOT WARRANT THAT THE PROGRAMS WILL MEET THE STATE'S REQUIREMENTS, THAT THE PROGRAMS WILL OPERATE IN THE COMBINATIONS WHICH THE STATE MAY SELECT FOR USE, THAT THE

78.1

26

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS**

**ORACLE CORPORATION (version 1041999)**

OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL PROGRAM ERRORS- WILL BE CORRECTED. LIMITED PRODUCTION PROGRAMS, PRE-PRODUCTION RELEASES OF PROGRAMS, AND COMPUTER-BASED TRAINING PRODUCTS ARE DISTRIBUTED "AS IS."

association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid or quotation.

**41. SUBCONTRACTING REQUIREMENTS**

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this contract/order, and which is expected to receive more than ten (10) percent of value of the contract/order, must also meet all contractual, administrative, and technical requirements of the contract, as applicable.

**42. FORCED, CONVICT, AND INDENTURED LABOR (This provision is not applicable to Information Technology CMAS contracts, (CMAS contracts that start with the number "3".)**

Contractor or grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State pursuant to the contract/agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. The contractor or grantee agrees to comply with the requirements of Public Contract Code (PCC), Section 6108.

Any contractor contracting with the state who knew or should have known that the foreign-made equipment, materials or supplies furnished to the state were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may, subject to PCC, Section 6108, subdivision (c), have any or all of the following sanctions imposed:

- 1) The contract under which the prohibited equipment, materials or supplies were provided may be voided at the option of the state agency to which the equipment, materials or supplies were provided.
- 2) The contractor may be assessed a penalty which shall be the greater of one thousand dollars (\$1,800) or an amount equating 20 percent of the value of the equipment, materials or supplies that the state agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- 3) The contractor may be removed from the bidder's list for a period not to exceed 360 days.

**43. NONCOLLUSION AFFIDAVIT**

By signing this contract, contractor hereby certifies that any quotation provided for a CMAS order or project is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quotation is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false sham quotation, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham quotation, or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the quoted price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements in the quotation are true; and, further, that the contractor has not directly or indirectly, submitted its quoted price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company,

**44. YEAR 2000 WARRANTY**

Agendes Issuing or processing a purchase order must use this language in lieu of alternative language, unless specifically authorized by the Department of Information Technology (DOIT) and approved by the Department of General Services.

**a. Information Technology Products and/or Services**

The Contractor warrants that its hardware, software, and firmware products and services delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other Information technology used in combination with the Information technology being acquired, properly exchanges date data with it. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.(5/5/98)

**b. Non-Information Technology Products and/or Services**

DELETED

**45. TERMINATION FOR CONVENIENCE**

a. The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part if the Department Director or designee determines that a termination is in the State's interest. The Department Director or designee shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

b. After receipt of a Notice of Termination, and except as directed by the Department Director or designee, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

- 1) Stop work as specified in the Notice of Termination.
- 2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- 3) Terminate all subcontracts to the extent they relate to the work terminated.

& Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

5) As directed by the Department Director or designee, transfer title and deliver to the State (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the State. THERE

78.1

27

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

SHALL BE NO TRANSFER OF TITLE UNLESS THE CONTRACT PROVIDED FOR TRANSFER OF TITLE.

- 6) Complete performance of the work not terminated; and
- 7) Take any action that may be necessary or as the State may direct for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the State has or may acquire an interest, and to mitigate any potential damages or requests for contract adjustment or termination settlement to the maximum practical extent.
- c. At the completion of the Contractor's termination efforts, the Contractor may submit to the Department Director or designee a list, indicating quantity and quality of termination inventory not previously disposed of, and request instruction for disposition of the residual termination inventory.
- d. After termination, the Contractor shall submit a final termination settlement proposal to the Department Director or designee in the form and with the certification prescribed by the Department Director or designee. The Contractor shall submit the proposal promptly but no later than ninety (90) days from the effective date of termination, unless extended in writing by the State upon written request of the Contractor within the ninety (90) day period. However, if the Department Director or designee determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. If the Contractor fails to submit the proposal within the time allowed, the Department Director or designee may determine on the basis of information available, an equitable adjustment amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- e. The Contractor and the State may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount
- f. If the Contractor and the State fail to agree on the whole amount to be paid because of the termination of work, the State shall pay the Contractor the amounts determined by the State as follows, but without duplication of any amounts agreed on as set forth above:
- 1) The contract price for completed supplies or services accepted by the State (or sold or acquired) not previously paid for, adjusted for any saving of freight and other charges.  
The total of:
    - a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid; and
    - b) The cost of settling and paying termination settlement proposals Under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
    - c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
  - g. Except for normal spoilage, and except to the extent that the State expressly assumed the risk of loss, the State shall exclude from the amounts payable to the Contractor, the fair value, as determined by the Department Director or designee, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer.
  - h. The Contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.
  - i. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the State, except that if the Contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal. If the Department Director or designee has made a determination of the amount due, the State shall pay the Contractor (1) the amount determined if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on appeal. Following any attempted administrative resolution with the Department Director or designee, the Contractor may proceed in accordance with the Disputes clause of the contract.
  - j. In arriving at the amount due the Contractor under this clause, there shall be deducted:
    - 1) All payments to the Contractor under the terminated portion of this contract;
    - 2) Any claim which the State has against the Contractor under this or any other contract;
    - 3) The agreed price for, of the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the State.
  - k. If the termination is partial, the Contractor may file a proposal with the Department Director or designee for an equitable adjustment of the price(s) of the continued portion of the contract. The Department Director or designee shall make any equitable adjustment agreed upon. Any proposal by the contractor for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the Department Director or designee.
1. The State may:
- 1) Under the terms and conditions THE PARTIES MUTUALLY AGREE TO, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the State believes that total of these payments will not exceed the amount to which the Contractor will be entitled.
  - 2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the State upon demand, together with

28

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS**

**ORACLE CORPORATION (version 10-4-1999)**

interest computed at the rate established by the California Treasurer's Pooled Money Investment Fund Rate. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the State because of the circumstances.

- m. In determining the amount payable to the Contractor and notwithstanding any other provision, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the State shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
- n. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the State, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the State, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**46. STOP WORK**

- a. The State may, at any time, by written stop work order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - 1) Cancel the stop work order; or
  - 2) Terminate the work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this contract.
- b. If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
  - 1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - 2) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this contract.

- c. If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement
- d. If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the State shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
- e. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The State shall not be liable to the contractor for loss of profits because of a stop work order issued under this clause.

**47. RENTAL AGREEMENTS**

The State does not agree to :

- Indemnify a Contractor,
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, & agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

**47k CHILD SUPPORT COMPLIANCE ACT**

For any contract in excess of \$100,000, the contractor acknowledges in accordance with PCC Section 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, (commencing with Section 5200) of part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**FOR CMAS ORDERS WHICH EXCEED \$250,000 THE FOLLOWING TERMS AND CONDITIONS APPLY AND ARE ADDITIONAL TO PROVISIONS NUMBERED 1 TO 47.**

**48. SITE PREPARATION**

- a. If the equipment to be installed requires special environmental considerations, contractor shall provide site preparation specifications for equipment within a reasonable time upon request by the State. The equipment, if installed according to these specifications,

78.11

29

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

shall operate efficiently, from an environmental point of view and property from a functional point of view.

- b. The State may prepare a site plan showing the location of each item of equipment and detailing the associated electrical power and environmental control facilities. If requested, the Contractor will review and comment on the adequacy of the State's plan, and shall be permitted free access subject to the security requirements for the site for this purpose. Alternatively, the Contractor may prepare the site plan, and will be permitted free access to the site for this purpose.
- c. The State shall cause the site to be prepared in accordance with the Contractor's written minimum site and environmental specifications, unless the Contractor has agreed to be responsible for such site preparation, on or before the Facility Readiness Date specified in the order.
- d. Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided.
- e. If any such site alterations as discussed above cause a delay in the installation, Paragraph 50, Liquidated Damages, shall apply.
- f. Unless mutually agreed to otherwise, arrangements for procurement, installation, and maintenance of noncontractor's communication media (telephone lines, modems, etc.) necessary for the remote transmission of data are the responsibility of the State. In addition, if requested by the Contractor, the State shall provide one telephone, with appropriate coupling device for the transmission of data, for the Contractor's use in installation and maintenance of the equipment. Any toll charges resulting from the use of this instrument by the Contractor in the installation and maintenance of the equipment will be borne by the Contractor.

**49. INSTALLATION AND DELIVERY DATES**

**a. Equipment (Hardware and Operating Software)**

- 1) Except as otherwise provided in Paragraph 49, a. (7), the Contractor shall install equipment ready for use on or before the Installation Dates specified in the order. Time is the essence of this agreement.
- 2) Installation Dates may be changed by mutual consent of the Contractor and the State by amendment; however, consent of the Contractor is not required if, at least 90 days prior to the Installation Date, the State defers the installation of any machine, but a new Installation Date will be established by mutual agreement. Such unilateral deferment shall not exceed 180 days, except by mutual agreement.
- 3) The State shall provide the Contractor access to the site for the purpose of installing equipment prior to the Installation Date. The Contractor shall specify in writing the time required to install the equipment.
- 4) Except as otherwise provided in Paragraph 49, a. (7), the Contractor shall determine that the equipment is ready for use, and operates in conformance with the Contractor's published specifications. The contractor shall then certify in writing to the State that the equipment is installed and ready to be turned over to the operational control of the State. The Contractor shall also provide to the State appropriate

documentation to support the above certification, at which time the State will accept control of the equipment for the purpose of validating its installation and performance.

- 5) Notwithstanding certification by the Contractor that the equipment has been installed and is ready for use, the equipment shall not be deemed installed within the terms of this Contract until such installation is confirmed by the State through testing as prescribed in the Order or by performance of other suitable tests mutually agreed to by both parties as being adequate for this Purpose. If the test is successfully completed, the equipment shall be deemed installed and ready for use as of the date of the Contractor certification. The State shall immediately begin acceptance testing of the equipment in accordance with the provisions contained in the order, and shall notify the Contractor in writing, within five (5) working days, that the State concurs that the equipment was installed. If the equipment fails to successfully complete the test the Contractor shall be notified immediately of the failure, with written confirmation to be provided in not more than five (5) working days. Control of the equipment shall immediately be given to the Contractor. The equipment shall not be deemed to be installed until the Contractor re-certifies such installation and the above-described test is successfully completed.
- 6) Except as otherwise provided in Paragraph 49, a. (7), in the event the Contractor fails to install the equipment, by the Installation Date specified in the order, Paragraph 50, Liquidated Damages, shall apply.
- 7) If the nature of the equipment is such that the services of the Contractor are not required for its installation, and the Contractor so states in writing and the State agrees in writing that such Contractor services are not necessary, the Contractor may ship the equipment to the State site. If the equipment arrives not later than five (5) working days prior to the Installation Date, the equipment shall be deemed to have been installed on or before the Installation Date and no liquidated damages shall be paid, irrespective to whether or not the State is successful in installing the equipment without Contractor assistance. If this procedure is used, the State shall make every reasonable effort to install the equipment prior to the Installation Date, and shall confirm such installation in accordance with the procedures set forth in Paragraph 49 (5), without requiring a certification of installation as set forth in Paragraph 49 (4), by the contractor. If, however, the State is unable, to install the equipment, it shall notify the Contractor that Contractor assistance is required. The Contractor shall then assist in the equipment installation and certification that such installation has been accomplished.

**b. Software (other than Operating Software)**

- 1) The Contractor shall provide those programming aids, program products, and applications listed in the order, on or before the Delivery Dates specified in the order, and shall certify to the State that such software has been delivered and is ready for State use. For purposes of this Paragraph, "delivered" also means received by the State, if such software is mailed by the Contractor.
- 2) If, in the opinion of the Contractor, the services of the Contractor are required to install the software on the State equipment, "delivery" of the software, for the

78.1

30

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS**

**ORACLE CORPORATION (version f 041999)**

purposes of this contract, shall be deemed to include such Installation services.

- 3) In the event the Contractor fails to deliver the agreed-upon software by the dates specified, Paragraph 50, Liquidated Damages, shall apply.

- 2) If some, but not all of the machines are installed, ready for use, during a period of time when liquidated damages are applicable, and the State uses any such installed machines, liquidated damages shall not accrue against the machines used for any calendar day the machines are so used.

**50. LIQUIDATED DAMAGES**

**a. General**

The Installation Dates of the equipment and the Delivery Dates for software set forth in the order have been fixed so that the utilization of the equipment and software is consistent with the timing schedules of the State's programs. If any of the units of equipment, with all required operating software, are not installed within the times specified in the order, and/or if any of the other software is not delivered to the State within the time limit specified in the order, the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the order, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty.

Similarly, a unilateral deferment by the State of equipment installation without appropriate notice or a delay in readying the facility interferes with the installation schedule under which the Contractor is operating, thus resulting in damage to the Contractor. The State and Contractor presume that in the event of such delay, the amount of damage which will be sustained will be the amount set forth in the order, and they agree that in the event of such a delay, the State will pay such amount as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State, shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

**THIS LIQUIDATED DAMAGES SECTION 50 SHALL ONLY BE APPLICABLE TO AN ORDER FOR SOFTWARE AND CONSULTING SERVICES IF IT IS REFERENCED SPECIFICALLY IN THE APPROPRIATE PURCHASE ORDER OR OTHER ORDERING DOCUMENT.**

**b. Equipment installation Delays Caused by the Contractor**

- 1) If the Contractor does not install the equipment, (designated by the Contractor's type and model number), and special features included with the equipment (or suitable substitutes acceptable to the State), ready for use with all appropriate operating software, all as listed in the order, on or before the Installation Date(s) specified in the order, or in the case of the equipment delivered to the State in time for State installation, the Contractor shall be liable for fixed liquidated damages specified in the order, in lieu of all other damages for such noninstallation. Liquidated damages shall accrue for each calendar day between the Installation Date specified in the order and the date the equipment is certified ready for use or 180 calendar days, whichever occurs first.

- 3) If the delay is more than thirty (30) calendar days, then by written notice to the Contractor, the State may terminate the right of the Contractor to install, and may obtain substitute equipment, in accordance with the provision of Paragraph 56, Rights and Remedies of the State for Default. In this event, the Contractor shall also be liable for liquidated damages, in the amount specified above until substitute equipment is installed, ready for use, or for 180 days from the Installation date, whichever occurs first.

**c. Other Delivery Delays Caused by the Contractor**

- 1) If the Contractor does not deliver all the programming aids, program products, and applications listed in the order ready for use in substantial accordance with the Contractor's specifications, on or before the Delivery Dates specified in the order, the Contractor shall be liable for liquidated damages in the amounts specified in the order, in lieu of all other damages for such nondelivery. Liquidated damages shall accrue for each calendar day between the Delivery Date specified and the actual date of the delivery of such software or for 180 days, whichever occurs first. If the Contractor fails to provide the software listed in the order by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to listed software for which substituted software is provided.
- 2) If the State is unable to use the equipment on the installation date because Contractor failed to deliver the software listed in the order by the delivery date specified in the order, and Contractor does not furnish suitable substitute software acceptable to the State, liquidated damages for equipment noninstallation as specified in Paragraph 50, b. (1). shall be paid to the State in lieu of damages for software nondelivery as specified in Paragraph 50, c. (1). Such liquidated damages shall apply until the State uses the equipment or until Contractor provides the programming aids or applications which would render the equipment usable, whichever occurs first, but not for more than 180 calendar days.

**d. Installation or Delivery Delays Caused by the State**

- 1) In the event the equipment cannot be installed because the state has failed to prepare the facility by the Facility Readiness Date specified in the order, the State shall be liable for fixed liquidated damages specified in the order for each day between the Facility Readiness Date specified in the order and the actual readiness date, but not to exceed 180 calendar days. In lieu of all other damages for such delay.
- 2) In the event a change directed by the State requires a later installation date of certain equipment and the State has failed to notify the Contractor of the delay at least 60 days prior to the original Installation Date, the State shall be liable, in lieu of all other damages, for liquidated damages as specified in Paragraph 50, d. (1). for each day between the original Installation Date and the new Installation Date, but not to exceed 180 calendar days.

28

31

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 1044999)**

3) The State shall not be liable for liquidated damages under both Paragraph 50, d. (1) and d. (2) above during the same period of time with respect to the same equipment.

writing of acceptance of the equipment and authorize appropriate payment. The State shall maintain adequate daily records to satisfy the requirements of acceptance testing. Increments of time shall be measured in hours and whole minutes.

**51. ACCEPTANCE TESTING FOR EQUIPMENT (including Operating Software)**

**52. ACCEPTANCE TESTING FOR SOFTWARE (other than Operating Software)**

- a. Acceptance testing is intended to ensure that the equipment- acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the State. If the equipment to be installed includes operating software as listed in the order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the State is provided. Acceptance testing may be required as specified in the order for all newly installed technology systems, subsystems, and individual equipment. and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period.
- b. In accordance with Paragraph 49, a. (4). Installation and Delivery Dates. the Contractor shall certify in writing to the State when equipment is installed and ready for use, at which time operational control becomes the responsibility of the State. Acceptance testing (as specified in the order) shall commence on the first State workday following certification, and shall end when the equipment has met the standard of performance (performance criteria) as provided in the order for a period of 30 consecutive days. Operation of the equipment to confirm its installation, as provided in Paragraph 49. a. (5), Installation and Delivery Dates, shall be considered to be a part of the acceptance test,
- c. In the event the equipment does not meet the standard of performance during the initial 30 consecutive calendar days, the acceptance tests shall continue on a day-today basis until the standards of performance are met for 30 consecutive days.
- d. If the equipment does not meet the standards of performance within ninety (90) consecutive days after the start of the acceptance testing, the State shall have the option to request replacement equipment, extend the performance period or terminate the order (or portions thereof) and seek relief as provided by Paragraph 56, Rights and Remedies of State for Default The State's option shall remain in effect until such time as the equipment meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first If the equipment has not met the Standards of performance by 180 days after installation, the contract shall be canceled or the defective equipment deleted from the contract and the provisions of Paragraph 56, Rights and Remedies of State for Default shall apply.
- e. At the request of the Contractor, the State shall make available not only the failed equipment. but also those machines which must be utilized by the Contractor to identify the cause of failure and to accomplish the repair.
- f. Equipment shall not be accepted by the State and no charges associated with such equipment shall be paid by the State until the equipment has satisfactorily completed the acceptance tests. In addition, if required in the order, no charges shall be paid until specified Contractor-supplied software has been accepted by the State.
- g. Immediately upon successful completion of the acceptance tests, the State shall notify the Contractor in

**THIS ACCEPTANCE TESTING SECTION 52 SHALL ONLY BE APPLICABLE TO AN ORDER FOR SOFTWARE IF IT IS REFERENCED SPECIFICALLY IN THE APPROPRIATE PURCHASE ORDER OR OTHER ORDERING DOCUMENT.**

- a. Acceptance testing may be required as specified in the order for all Contractor-supplied software as specified and listed in the order, including all software initially installed, improved versions (new releases) of this software, any such software which has been altered (modified) by the Contractor to satisfy State requirements, and any substitute software, provided by the Contractor in lieu thereof. unless the order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the State's performance specifications. The procedures for the accomplishment of such tests are contained in the order.
- b. When software has been provided and certified in accordance with Paragraph 49, Installation and Delivery Dates, b. (1), the State shall begin acceptance testing on the first State workday following such certification. as specified in the order.
- c. If successful completion of the acceptance test is not attained within ninety (90) consecutive days after the start of the acceptance testing, the State shall have the option to request substitute software, cancel that portion of the contract which relates to the unaccepted software, or continue the acceptance tests. The State's option shall remain in effect until such time as the tests are successfully performed, or 180 days after certification, whichever occurs first. If the acceptance tests have not been successfully performed prior to the expiration of 180 days, that portion of the contract which relates to the unaccepted software shall be canceled, unless both parties agree to the continuation of the tests or to the delivery of substitute software. If the unaccepted software (or its functional equivalent) is crucial to the accomplishment of the work for which the equipment was acquired, and is so identified in the order, the State shall have the option of terminating the entire contract in accordance with Paragraph 56, Rights and Remedies of state for Default,
- d. Unless other provided in the order, software shall not be accepted by the State and no charges associated with such software shall be paid by the State until the software has satisfactorily completed the acceptance tests.
- e. Immediately upon successful completion of the acceptance testing, the State shall notify the Contractor in writing of the acceptance of the software and authorize appropriate payment. The State shall maintain adequate records to satisfy the requirements of acceptance testing.

**FOR EACH PROGRAM LICENSE FOR WHICH DELIVERY IS REQUIRED UNDER THIS CONTRACT, AND UNLESS SECTION 45 IS SPECIFICALLY INVOKED AND APPLICABLE, THE STATE SHALL HAVE A 30 DAY ACCEPTANCE PERIOD, BEGINNING ON THE DATE THE PROGRAMS ARE DELIVERED, OR IF NO DELIVERY IS NECESSARY, ME EFFECTIVE DATE OF THE ORDER FORM, IN WHICH TO EVALUATE THE PROGRAM.**

78.1



32

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS**

**ORACLE CORPORATION (version 10-4-f 999)**

DURING THE ACCEPTANCE PERIOD, THE STATE MAY CANCEL THE LICENSE BY GIVING WRITTEN NOTICE TO CONTRACTOR AND RETURNING THE PROGRAM IN ACCORDANCE WITH SECTION 16 ABOVE. UNLESS SUCH CANCELLATION NOTICE IS GIVEN, THE SOFTWARE WILL BE DEEMED TO HAVE BEEN ACCEPTED BY THE STATE AT THE END OF THE ACCEPTANCE PERIOD. IF THE STATE IS GRANTED A RIGHT TO COPY LICENSE AND NO DELIVERY IS NECESSARY, SUBSEQUENT COPIES SHALL BE DEEMED ACCEPTED UPON ACCEPTANCE OF THE MASTER COPY.

**53. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY**

- a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery. Installation, acceptance, and use of the equipment either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's equipment.

**54. ENGINEERING CHANGES**

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on equipment covered by this contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on machines so designated. A written notice of this election must be provided to the Contractor for written confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to noninstallation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

**55. CONNECTION POINTS FOR CENTRAL PROCESSOR EVALUATION EQUIPMENT**

If requested by the State, the Contractor agrees to identify, on all items of equipment supplied under this contract, all appropriate test points for connecting one of the commercially available hardware monitors designed to measure system activity.

**56. RIGHTS AND REMEDIES OF STATE FOR DEFAULT**

- a. In the event any equipment, software, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, the State may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the State, and immediately to replace all such rejected equipment, software, or service with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so the State shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment, software, or service and to deduct from any monies due or that may

thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the State.

- b. In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software, or service, the same conditions as to the rights of the State to purchase in the open market and to reimbursement set forth above shall apply, except as otherwise provided in Paragraph 38, Force Majeure.
- c. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the State in procuring any equipment, software or service which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- d. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**57. CONTRACTOR'S POWER AND AUTHORITY**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract.

**58. TITLE TO EQUIPMENT**

Unless otherwise specified in the order or financing plan, title to the equipment shall remain in the Contractor and assigns, if any, until such time as the full purchase prices, applicable taxes and interest charges, if any, are paid to the Contractor. Title to each machine will be transferred to the State when its purchase price, taxes, and associated interest charges, if any, are paid. Title to a special feature installed on a machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the machine on which it was installed.

**CONTRACTOR DOES NOT PASS TITLE TO ITS SOFTWARE UNDER THIS AGREEMENT.**

**59. WAIVER OF BREACH**

No term or provision of this contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

**60. CONFLICT WITH EXISTING LAW**

The Contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the contract the contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

**61. LIMITATION OF ACTIONS**

No action, regardless of form, arising out of this contract may be brought by either party more than two years after the cause of action has arisen, OR REASONABLE CAUSE TO KNOW THAT THE ACTION HAS ARISEN, or in the case of



33

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS**

**ORACLE CORPORATION (version 1041999)**

nonpayment, more than two years from the date of the last payment, except where either party (within two years after a cause of action has arisen) provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four years from the time the cause of action arose.

**DEFINITIONS**

(from STATE MODEL PURCHASE CONTRACT 2/98)

- a. **Data Processing System (System)**-The total complement of Contractor-furnished machines, including one or more central processors (or instruction processors) and operating software, which are acquired to operate as an integrated group.
- b. **Data Processing Subsystem**-A complement of Contractor-furnished individual machines, including the necessary controlling elements (or the functional equivalent) and operating software, if any, which are acquired to operate as an *integrated* group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a duster of terminals with their controller, etc.
- c. **Machine**-An individual unit of a data processing system or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic park, microcode, and special features installed thereon and including any necessary software; e.g., central processing unit, memory module, kpe unit, card reader, etc.
- d. **Equipment**-An all-inclusive term which refers either to individual machines or to a complete data processing system or subsystem, including its operating software (if any).
- e. **Equipment Failure**-A malfunction in the equipment, excluding all external factors, which prevents the accomplishment of the equipment's intended function(s). If microcode or operating software, residing in the equipment, is necessary for the proper operation of the equipment, a failure of such microcode or operating software which prevents the accomplishment of the equipment's intended functions shall be deemed to be an equipment failure.
- f. **Operation Use Time**-For performance measurement purposes, that time during which equipment is in actual operation by the Skk.
- g. **Preventive Maintenance**-That maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the equipment in proper operating condition.
- h. **Remedial Maintenance**-That maintenance performed by the Contractor which results from equipment (including operating software) failure, and which is performed as required; i.e., on an unscheduled basis.
- i. **Principal Period of Maintenance**-Any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- j. **Period of Maintenance Coverage**-The period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- k. **Maintenance Diagnostic Routines**-The diagnostic programs customarily used by the Contractor to test equipment for proper functioning and reliability.
- l. **Facility Readiness Date**-The date specified in the contract by which the State must have the site prepared and available for equipment delivery and installation.
- m. **Installation Date**-The date specified in the contract by which the Contractor must have the ordered equipment ready (certified) for use by the State.
- n. **Performance Period**-A period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed equipment and software prior to its acceptance by the State.
- o. **Acceptance Tests**-Those tests performed during the Performance Period as listed in the purchase order which are intended to determine compliance of equipment and software with Contractor's published specifications and to determine the reliability of the equipment.
- p. **Machine Alteration**-Any change to a Contractor-supplied machine which is not made by the Contractor, and which results in the machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or park are employed in making such change.
- q. **Attachment**-The mechanical, electrical, or electronic interconnection to the Contractor-supplied machine or system of equipment manufactured by other than the original equipment manufacturer and which is not connected by the Contractor.
- r. **Software**-An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating software, programming aids, application programs, and program products.
- s. **Operating Software**-Those routines, whether or not identified as program products, that reside in the equipment and are required for the equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the equipment.
- t. **Programming Aids**-Contractor-supplied programs and routines executable on the Contractor's equipment which assist a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- u. **Application Program**-A computer program which is intended to be executed on the Contractor's equipment for the purpose of performing useful work for the user of the information being processed. Application programs are usually developed or otherwise acquired by the user of the hardware/software system, but they may be supplied by the Contractor.
- v. **Program Product**-Programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

- w. **Software Failure**-A malfunction in the Contractor-supplied software, other than operating software, which prevents the accomplishment of work, even though the equipment (including its operating software) may still be capable of operating properly. For operating software failure, see definition of equipment failure.
- x. **Information Technology Services**-Are defined as services performed directly on or pertaining to electronic data processing and telecommunications hardware, firmware, and software including, but not limited to, computerized and auxiliary automated information handling, system design and analysis, data conversion, computer programming, information storage and retrieval, voice, video, data communications, requisite system controls, simulation, maintenance and repair, software licensing, and training. Also included are services of an advisory nature requiring a recommended course of action or personal expertise as it pertains to an information technology project, and information technology support functions.

78.1

35

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

Attachment for Personal Services (applicable when CMAS contract allows Personal Services) ARE IN  
ADDITION TO THE AFOREMENTIONED CMAS TERMS AND CONDITIONS

1. The State may terminate this agreement and be relieved of the Payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
2. Time is of the essence in this agreement.
3. PERSONNEL
  - a. Contractor personnel shall perform their duties on the Premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
  - b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Agreement. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected thereby.
  - c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however, subject to Paragraph 3b above, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
  - d. In recognition of the fact that Contractor personnel providing services under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Agreement, providing that such use does, not conflict with the performance of services under this Agreement
4. RESPONSIBILITIES OF THE STATE  
The State shall provide normal office working facilities and equipment necessary for Contractor performance under this Agreement. Any special requirements (e.g., reprographic services, computer time, keydata entry, etc.) must be identified.
5. RIGHTS IN DATA
  - a. All technical communications and records Originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State. **EXCLUSIVE PROPERTY OF THE STATE, AS DEFINED UNDER THIS SECTION 5(A), SHALL EXCLUDE ALL ORACLE PROGRAM PRODUCTS AND ANY PRE-EXISTING MATERIAL. THE STATE HERESY GRANTS TO CONTRACTOR A NONEXCLUSIVE ROYALTY-FREE LICENSE TO USE AND SUBUCENSE ALL COMPUTER PROGRAMS OF THE STATE DEVELOPED BY CONTRACTOR UNDER THIS AGREEMENT. ORACLE AGREES THAT IF IT HAS TO DELIVER TO THE STATE, COMPUTER PROGRAMS THAT ORACLE HAS ALREADY DEVELOPED AND RECEIVED PAYMENT FOR FROM THE STATE, THEN ORACLE WILL NOT CHARGE THE STATE THE COSTS OF ORACLE REDEVELOPING AND THE STATE REUSING SUCH COMPUTER PROGRAMS.**
    - b. The ideas, concepts, know-how, or techniques relating to date Processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate. **NEITHER PARTY SHALL BE ENTITLED TO ANY ROYALTIES FROM THE OTHER PARTY'S USE OR SUBLICENSE OF ANY IDEAS, CONCEPTS, KNOW-HOW OR TECHNIQUES DEVELOPED UNDER THIS AGREEMENT.**
    - c. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the State. ~~The State agrees to grant a~~ **HEREBY GRANTS nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any Other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.**
    - d. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to material's which might be delivered to the State pursuant to this Agreement.
6. REPORTING, INVOICING, AND PAYMENT FOR SERVICE  
In the aggregate, invoices reflecting progress payments will not exceed 90 percent of the ceiling amount of the agreement, with the balance to be invoiced upon satisfactory completion of the Agreement. In accordance with PCC Section 12112: If a contract has progress payments, then a performance bond is required by law. The bond is issued to the name of the contracting agency. If the agency is issuing the contract under delegated authority or CMAS they hold the bond, otherwise DGS holds the bond. The amount of the bond is 50% of the total amount of the contract.
7. LIABILITIES FOR DAMAGES
  - a. The Contractor shall be relieved from liability with respect to the performance of work as outlined in each order when the State agrees the tasks have been satisfactorily completed. **PAYMENT BY THE STATE SHALL BE DEEMED SATISFACTORY COMPLETION;**
  - b. Except for liability for injury to persons or damage to property, the Contractor will be liable for damages only to the extent of the maximum amount THE APPLICABLE PURCHASE ORDER ISSUED UNDER THIS AGREEMENT, UNLESS THE SATISFACTORY PERFORMANCE OF THIS ORDER IS DEPENDENT UPON THE SATISFACTORY PERFORMANCE OF OTHER ORDERS UNDER THIS AGREEMENT, THEN THE DAMAGES WILL BE LIMITED TO THE MAXIMUM AMOUNT OF ALL DEPENDENT ORDERS.
  - c. In no event will the contractor or the state be liable for consequential damages even if notification has been given as to the possibility of such damages.
  - d. **Notwithstanding** the foregoing, nothing contained herein shall limit contractor's liability for personal injury and damage to property caused by contractor's negligence or tortuous act. **THE STATE SHALL USE BEST EFFORTS TO PROTECT, AND PRESERVE ITS DATA, DATA FILES AND SOFTWARE,**

78.1

36

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)**

**INCLUDING BUT NOT LIMITED TO BACKING UP ALL  
SUCH DATA, DATA FILES AND SOFTWARE.**

- e. Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

*[Faint, illegible handwritten marks]*

78.1

37

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CONTRACT TERMS AND CONDITIONS  
ORACLE CORPORATION (version 10-4-1999)

ADDITIONAL TERMS AND CONDITIONS WHICH APPLY  
TO ALL ORDERS:

PROTECTION OF SOFTWARE PRODUCT.

- a. State agrees that all materials furnished hereunder, appropriately marked or identified as proprietary, are provided for the State's exclusive use and will be held in confidence. All proprietary data shall remain the property of the Contractor. The State will not provide or otherwise make available any program materials in any form without Contractor's prior written consent except to State employees, Contractor employees or other persons during the period they are on the State's premises for purposes specifically related to the State's use of the program.
- b. The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c. The State agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted access to licensed programs and or optional materials to satisfy its obligations under this Rider with respect to use, copying, modification and protection and security of licensed programs and optional materials.

RIGHTS GRANTED

- a. Oracle grants to Customer a nonexclusive license to use the Programs Customer obtains under this Agreement, as follows:
  - (1) to use the Programs solely for Customer's own internal data processing operations on the Designated System or on a backup system if the Designated System is inoperative, consistent with applicable licensed use limitations. Customer may not relicense the Programs or use the Programs for third-party training, commercial time-sharing, rental or service bureau use;
  - (2) to use the Documentation provided with the Programs in support of Customer's authorized use of the Programs;
  - (3) to copy the Programs for archival or backup purposes; no other copies shall be made without Oracle's prior written consent. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Programs are subject to the terms of this Agreement; and
  - (4) to modify the Programs and combine them with other software products.

Customer shall not copy or use the Programs (Including the Documentation) except as otherwise specified in this Agreement or an Order Form. Customer shall have the right to allow Customer's third party agents ("Agents") to use the Programs for Customer's internal use purposes so long as Customer ensures that Agents use the Programs in accordance with the terms of this Agreement.

- b. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs.
- c. Oracle shall retain all title, copyright and other proprietary rights in the Programs. Customer does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.
- d. To use a Program specified on an Order Form ("ordered Program"), Customer may need to use an ancillary Program embedded in or delivered with the ordered Program. The ancillary Program may be used only as described in the Order Form or Documentation for implementation of the ordered Program and for no other purpose. Customer shall have no right to use any other software program that may be delivered with ordered Programs.
- e. As an accommodation to Customer, Oracle may supply Customer with pre-production releases of Programs (which may be labeled "Alpha" or "Beta"). These products are not suitable for production use.
- f. Fees for copies shall be non-cancelable, and once paid, non-refundable except as otherwise provided in this agreement.

ACCEPTANCE TESTING FOR SOFTWARE (other than Operating Software)

For each Program License for which delivery is required under this Contract, and unless Section 45 is specifically invoked and applicable, the State shall have a 30 day Acceptance Period, beginning on the date the Programs are delivered, or if no delivery is necessary, the effective date of the Order Form, in which to evaluate the Program,

During the Acceptance Period, the State may cancel the license by giving written notice to Contractor and returning the Program in accordance with Section 16 above. Unless such cancellation notice is given, the software will be deemed to have been accepted by the State at the end of the Acceptance Period. If the State is granted a right to copy license and no delivery is necessary, subsequent copies shall be deemed accepted upon acceptance of the master copy.

78.1

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICE LIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
SOFTWARE AND SERVICES**

Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses  
Special Item No. 132-51 Information Technology Professional Services

SIN 132-33 - Perpetual **Software** License  
FSC CLASS 7030 - Information Technology Software  
Operating System Software  
Application Software  
Electronic Commerce Software  
Utility Software  
Communications Software

SIN 132-34 - Maintenance of Software

**SIN 132-50** - Training Courses for Information Technology Software (FPDS Code U012)

**SIN 132-51** - Information Technology Professional Services  
FPDS Class D301      **IT** Facility Operation and Maintenance  
FPDS Class D302      IT Systems Development Services  
FPDS Class **D306**      IT Systems Analysis and Services  
FPDS Class D307      **AIS** Information Systems Design & Integration Services  
**FPDS Class D308-1**      Programming Services  
FPDS Class **D308-2**      Millennium Conversion Services (Y2K)  
FPDS Class D3 11      IT Data Conversion Services  
FPDS Class D3 16      IT Network Management Services  
FPDS Class D399      **Other** Information Technology Services, Not Elsewhere Classified

Note: Any non-professional services proposed must be incidental to and in direct support of the proposed professional services.

**ORACLE CORPORATION**  
**Government** Division  
1910 Oracle Way  
Reston, VA 20190  
(703) 478-9000 or (800) 633-0584  
<http://govt.us.oracle.com/>

**CONTRACT NUMBER: GS-35F-0108 J**

Period Covered by Contract: **December 1, 1998 - November 30, 2003**

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE**

39

Oracle is a registered trademark and other product names, service names or logos referenced in this documentation are either trademarks or registered trademarks of Oracle Corporation. All other names referenced in this document may be trademarks of their respective owners.

Copyright © 1990, 1998 Oracle Corporation, Redwood City, California, U.S.A.

78.1

GSA SCHEDULE CONTRACT NO. GS-35F-0108J  
ORACLE CORPORATION

TABLE OF CONTENTS

<u>Section</u>	<u>Section Name</u>	<u>Page</u>
I	<u>INFORMATION FOR ORDERING AGENCIES</u>	
	1. Geographic Scope of Contract	1
	2. Ordering and Payment Address	2
	3. Reserved	2
	4. Statistical Data For SF 279 or DD 350	2
	5. F.O.B. Point	2
	6. Delivery Time	2
	7. Discounts	2
	8. Production Points and Statement Concerning Foreign Produced Items	2
	9. Export Packing	2
	10. Small Requirements	2
	11. Maximum Order	3
	12. Use of Federal Supply Service Information Technology Schedule Contracts	3
	13. Federal Information Technology/Telecommunications Standards	5
	14. Security Requirements	5
	15. Contract Administration for Ordering Offices	6
	16. GSA Advantage!	6
	17. Use of FSS IT Schedule Contracts	6
	18. Contractor Commitments, Warranties and Representations	7
	19. Overseas Activities	7
	20. Year 2000 Warranty - Commercial Supply Items	7
	21. Blanket Purchase Agreements - (BPAs)	8
	22. Contractor Team Arrangements	8
II	<u>GLGSSARY</u>	9
III	<u>TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (132-33) AND MAINTENANCE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (132-34)</u>	
	1. Order	11
	2. Delivery, Installation and Training/Technical Services	11
	3. Acceptance	11
	4. Guarantee	12
	5. Price Discounts - Purchase and Maintenance	13
	6. Maintenance Responsibility of Oracle Corporation	13
	7. Utilization <b>Limitations</b>	14
	8. <b>Oracle</b> License Transfer Policy	15
	9. Patent and Copyright Indemnity	16
	10. Disposition of <b>Software</b>	17
	11. Risk of <b>Loss</b> or Damage	17
	12. Liability for Injury or Damage	17
	13. Descriptions and Equipment Compatibility	17
	14. Verification	18

78.1



41

GSA SCHEDULE CONTRACT NO. GS-35F-0108J  
ORACLE CORPORATION

TABLE OF CONTENTS

<u>Section</u>	<u>Section Name</u>	<u>Page</u>
IV	<u>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE INFORMATION TECHNOLOGY SOFTWARE (132-50)</u>	
--	1. Scope	19
	2. Order	19
	3. Time of Delivery	19
	4. Cancellation and Rescheduling	19
	5. Liability For Injury or Damage	20
	6. Purchase Price for Classroom Training	20
	7. Invoices and Payment	20
	8. Format and Content of Classroom Training	20
	9. Current Standard Courses	21
	<u>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (132-S 1)</u>	
	1. Scope	23
	2. Ordering Procedures	23
	3. Order	27
	4. Performance of Service	27
	5. Inspection of Services	27
	6. Responsibilities of Oracle	23.
	7. Responsibilities of the Government	27
	8. Independent Contractor	27
	9. Organizational Conflicts of Interest	28
	10. Invoices	28
	11. Payments	28
	12. Resumes	28
	13. Incidental Support Costs	28
	14. Approval of Subcontracts	28
	15. On-Site Professional Services-Hourly Rates and Labor Categories	29
	16. Premium Services Packages	35
	17. Additional Terms and Conditions Applicable to On-Site Professional Services	36
	18. On-Site Technical Support Analyst - Hourly Rates	36
VI	<u>APPENDICES</u>	
	Appendix I Federal Supply Schedules -- Blanket Purchase Agreement	37
	Appendix II Intranet And Internet Database Licensing	40
	Appendix III Oracle Network License	42
VII	<u>PRICE LIST</u>	49
	Table 1 Oracle Server and Integration Products	Table 1-1
	Table 2 Oracle Database Products, Application Servers/Cartridges, Development Tools, Client/End User Tools, and Product Suites	Table 2-1
	Table 3 Oracle Network Licenses	Table 3-1
	Table 4 Oracle Technical Support -- All Products	Table 4-1
	Table 5 Oracle Technical Support -- Network Licenses	Table 5-1
	Table 6 Oracle Education	Table 6-1
	Table 7 Oracle Professional Services	Table 7-1
	Table 8 Oracle Rdb Server and Integration Products	Table 8-1
	Table 9 Oracle Rdb Development Tools & Client/End User Tools for Rdb	Table 9-1
	Table 10 Oracle Rdb Network Licenses	Table 10-1
	Table 11 Oracle Rdb Technical Support -- All Products	Table 11-1
	Table 12 Oracle Rdb Technical Support -- Network Licenses	Table 12-1

78.1

42

SECTION I  
INFORMATION FOR ORDERING AGENCIES

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance small business participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

For perpetual software licenses, maintenance, training and other ADP services (SINs 132-33, 132-34, 132-50 and 132-5 1), the geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico. Agencies authorized to procure off of this Schedule Price List at any other overseas locations exclusive of locations prohibited by U.S. Export/Administration Regulations are eligible for perpetual software licenses (132-33) and other ADP services (132-5 1) only. Technical Support and training services (132-34 and 132-50) shall only be performed in the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico.

2. ORDERING AND PAYMENT ADDRESS,

Oracle's Ordering Address: Oracle Corporation  
Government Division  
1910 Oracle Way  
Reston, VA 20190  
(800) 633-0584 or (800) 636-6331

Oracle's Payment Addresses:

<u>West Coast</u> Oracle Corporation P.O. Box 4447 San Francisco, California 94144-447 1	<u>East Coast/Midwest</u> Oracle Corporation P.O. Box 7 1028 Chicago, IL 60694- 1028
---	---

NOTE The date of mailing of the Treasury check will be considered the date of payment In addition, for wire transfer payments, bank account information will be shown on the invoice. Government credit cards are acceptable for payment but no additional discount shall apply.

78.1

3. **Reserved**

4. **STATISTICAL DATA FOR STANDARD FORM 279 OR DD FORM 350 REPORTING BY GOVERNMENT ORDERING OFFICES**

Information for field buying offices to complete Standard Form 279, Field Procurement Data System (FPDS) Individual Contract Action Report.

- Block 9, G - Order/Modification under Federal Schedule
- Block 16, DUNS Number: **04-441-9237**
- Block 30, Type of Contractor - C, Large Business
- Block 31, Woman-Owned Small Business - No
- Block 34, Reserved
- Block 36, Contractor's Tax Identification Number: 94-287- 1189.
- a CAGE Code **7V348** (for DD Form 350)

5. F.O.B. POINT -- F.O.B. destination.

6. DELIVERYTIME

- a. Oracle shall deliver to destination within thirty (30) calendar days after receipt of order for SIN 132-33.
- b. Expedited delivery is not offered under this contract.

7. DISCOUNTS

The prices set forth herein are net prices. Except as set forth herein for Federal Education Institutions, no additional calculations are necessary.

- a. Prompt Payment - Net 30 days from date of invoice or date of acceptance, whichever is later.
- b. Quantity - No quantity discounts are offered.
- c. Dollar Volume - Volume discounts are incorporated into the net prices included herein.
- d. Federal Education Institutions (Oracle Programs Only) - There is an additional license discount of 10% offered to Federal Education Institutions for delivery orders issued under **this** Schedule Contract (132-33). **This** discount does not apply to maintenance, education or on-site technical assistance.
- e. No additional discounts apply for Government credit card orders.

8. **PRODUCTION POINTS AND STATEMENT CONCERNING FOREIGN PRODUCED ITEMS**

Oracle products are produced in Redwood City, San Mateo County, California

9. **EXPORT PACKING**

Special packing for export purposes is not available for equipment. For software, no additional charge will be incurred for export packing.

10. **SMALL REQUIREMENTS**

The minimum dollar value of ~~orders~~ to be issued under ~~this contract~~ is \$100.00.

11. MAXIMUM ORDER (MO)

a. Maximum Orders under this contract are as follows except as otherwise set forth below:

**Software** Products (SIN 132-33). The maximum dollar value per order will be \$500,000 for all perpetual software licenses.

Training Services (SIN 132-50). The maximum dollar value per order will be \$25,000 for all training services (exclusive of travel and living expenses and other approved ODCs.)

Information Technology Professional Services (**SIN 132-51**) - Hourly Rates. The maximum dollar value per order will be \$500,000 for all Information Technology Services.

Note: Maximum Order does not apply to Special Item No. 132-34 Maintenance of Software.

b. Orders that Exceed the Maximum Order (**I-FSS-125**)(Aug 199.5)

(1) In accordance with FAR 8.404, there may be circumstances where an ordering activity finds it advantageous to request a price reduction such as where a quantity of an individual order clearly indicates the potential for obtaining a reduced price.

To assist the customer agencies in determining when they should seek a price decrease, a level called a maximum order has been established under the **contract**. When an agency order exceeds this amount, it is recommended **that the** ordering activity contact Oracle for a reduced price.

(2) Oracle may:

- (a) offer a new lower price for this requirement (the GSA Price Reduction clause is not applicable to orders placed over the Maximum Order.
- (b) offer the lowest price available under the contract; or
- (c) decline the order; orders must be returned in accordance with FAR 52.216-19.

(3) A delivery order for quantities that exceed the maximum order may **be placed** with Oracle in accordance **with** FAR 8.404. The order will be placed under the **current** contract.

(4) Sales for orders that exceeds the Maximum Order shall be reported in accordance with GSAR 552.238-72.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In **accordance** with FAR **8.404**:

[Note: Special ordering procedures have been established for Special Item Numbers (**SINs**) 132-51 IT Professional Services and 132-52 **EC** Services; refer to the terms and conditions for those **SINs**.]

Orders placed pursuant to a Multiple Award **Schedule (MAS)** using the procedures in FAR **8.404** are considered to be issued pursuant to full and open **competition**. **Therefore**, when placing orders under Federal Supply Schedules, ordering offices **need not seek further competition**, synopsise the requirement, make **a separate** determination of fair and reasonable pricing, **or consider** small business **set-asides** in accordance with subpart 195. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an **order against a Schedule** using the **procedures outlined** below, the ordering **office** has concluded that **the** order represents the best value and results in the lowest overall **cost alternative** (considering **price**, special features, administrative costs, etc.) to meet the Government's needs.

78 fl

45

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order **threshold**. Orders **should** be placed with the Schedule contractor that can provide **the** supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under **MAS** contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the **catalogs/price lists** of at least three Schedule contractors and selecting the delivery and other options available under the Schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider:

- (1) Special features of the Supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

- c. Orders exceeding the maximum order threshold. Each Schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b. above, and before placing an order that exceeds the maximum order threshold, ordering **offices** shall:

- (1) **Review** additional Schedule contractors' **catalogs/pricelists** or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

Note: For-orders exceeding the maximum order threshold, the contractor may:

- (1) Offer a new lower price for this requirement (the **Price** Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- d. Blanket purchase agreements (**BPAs**). The establishment of Federal Supply Schedule **BPAs** is permitted when following the ordering procedures in FAR 8.404. All Schedule contracts contain BPA provisions. Ordering offices may use **BPAs** to **establish** accounts with contractors to till **recurring requirements**. **BPAs** should address the **frequency** of ordering and invoicing, **discounts**, and delivery locations and times.

- e. **Price** reductions. In **addition** to the **circumstances** outlined in paragraph c above, there may be instances **when** ordering offices **will** find it **advantageous** to request a price reduction, **For** example, when the ordering office finds a schedule supply or **service** elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule contractors are not required to **pass** on to all schedule users a price reduction extended only to an individual **agency** for a specific order.

78.1

- f. **Small Business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **Documentation.** Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the tile as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index.). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by Oracle.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office; and orders for subscription services should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver, has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, S.W., Suite 8100, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS

In the event security requirements are necessary, the ordering activities may incorporate in their delivery order(s) a security clause in accordance with current laws, regulations and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will be negotiated with the Schedule Contractor on an open market basis outside the scope of this contract

78.1

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

Any Government ordering office, with respect to any one or more purchase orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under Provisions of FAR 52.249-1, 52.249-2 and 52.249-8.

For All Agencies For Technical and/or Ordering Assistance:

Oracle Corporation  
Government Division  
19 10 Oracle Way  
Reston, VA 20190  
Telephone: (800) 633-0584 or (800) 636-633 1

16. GSA ADVANTAGE!

The GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. **GSA Advantage!** will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product **category(ies)**.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a Web browser at <http://www.gsa.gov>.

17. USE OF **FSS** IT SCHEDULE CONTRACTS

In accordance with FAR 8.404:

- a. Ordering activities can place orders of \$2,500 or less with any GSA nonmandatory **FIP** schedule contractor. GSA has already determined the prices of items under these contracts to be fair and reasonable.
- b. To reasonably ensure that a selection represents the best value and **meets** the agency's needs at the lowest overall cost **alternative**, before placing a MAS order of more than \$2,500, an ordering activity should --
  - (1) Consider reasonably available information about products offered under Multiple Award Schedule contracts. This **standard** is met if the ordering activity does the following:
    - (i) Considers products and prices contained in any GSA MAS automated information system (e.g., GSA Advantage!); or
    - (ii) **If** automated information is not available, reviews at least three (3) **price** lists.
  - (2) In selecting the best value item at the lowest overall cost (the price of the item plus administrative costs), the ordering **activity** may consider such factors as:
    - (i) Special features of one item not provided by comparable items which are required in effective **program performance**;
    - (ii) Trade-in considerations;
    - (iii) Probable **life of** the item selected **as compared** with that of a comparable item;
    - (iv). **Warranty** conditions; and
    - (v) Maintenance availability.
  - (3) Give preference to the items of small business concerns **when** two or more items at the same delivered price will **meet** an ordering activity's needs.

- d. MAS contractors will not be required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order. There may be circumstances where an ordering activity finds it advantageous to request a price reduction, such as where the ordering activity finds that a schedule product is available elsewhere at a lower price, or where the quantity of an individual order clearly indicates the potential for obtaining a reduced price.
- e. Ordering activities should document orders of \$2,500 or less by identifying the contractor the item was purchased from, the item purchased, and the amount paid. For orders over **\$2,500**, MAS ordering files should be documented in accordance with internal agency practices. Agencies are encouraged to keep documentation to a minimum.

#### 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or configuration, physical, design and/or function characteristics and capabilities of a product/equipment service/software package submitted in response to requirements which **result** in orders under this schedule contract
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.
- b. **The** above is not intended to enlarge the scope of this schedule contract for individual orders. Terms and conditions of any orders are limited strictly to those specified in the schedule contract and price list and agreed to by GSA The only exception shall be those orders which incorporate additional or amended **contractual** provisions (e.g., Network License Addendums, pricing or payment provisions, Work Statements, etc.) negotiated and mutually aped between Oracle and the ordering agency prior to issuance of the order to Oracle. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements (e.g., completion of Representations and Certifications) upon Oracle by virtue of their incorporation into or attachment to an order. In the event that such additions are preprinted, attached or reference&in an order without the prior consent of Oracle, the ordering activity agrees that such addition shall be considered invalid and of no force or effect.

#### 19. OVERSEAS ACTIVITIES

Upon request of **Oracle**, the Government may provide Oracle with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to Oracle's **technical** personnel whose services are exclusively **required** for the fulfillment of the terms and conditions of this contract.

#### 20. YEAR 2000 WARRANTY - COMMERCIAL SUPPLY ITEMS

**Oracle** warrants that each **Oracle** software product delivered **under** this contract shall **be** able to accurately process date data (including, but **not** limited to, **calculating, comparing,** and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by Oracle, provided that **all** products used in combination with such **listed** product properly exchange date data with it The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of Oracle's **standard** commercial warranty or warranties contained in this contract provided that notwithstanding any provision to the **contrary** in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include correction or replacement of any listed product whose non-compliance is discovered and made known to Oracle in writing within ninety (90) days after acceptance.



49

Nothing in this warranty shall be construed to limit the rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "... a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c) (3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule contractors, if not inconsistent with the terms of the applicable Schedule contract".

Federal Supply Schedule contracts contain BPA provisions to **enable** Schedule users to maximize their \*administrative and purchasing savings. This feature permits Schedule users to **set** up "accounts" with Schedule contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, contractors may be open to a progressive **type** of discounting where the discount would increase **once** the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Price List, for customers to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule contractors may use \*Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Price List

78.1

SECTION II  
GLOSSARY

1. "Delivery Date" shall mean the date on which the Programs are delivered, or if no delivery **is** necessary, as in the case of Deployment Programs, the effective date set forth on the relevant Government Order Form.
2. "License" shall mean the grant of rights by which the Programs are authorized for use.
3. "Program" or "Programs" shall mean the software in object **code** form distributed by Oracle for which the Customer is granted a license pursuant to this contract and the media, Documentation, and Updates therefore.
4. "Designated System" means the computer hardware and operating system designated on the relevant Order Form
5. "Supported Program License" shall mean a Program license for which the Customer has ordered Technical Support for the relevant time period. "Technical **Support**" means Program support provided under Oracle's policies in effect on the date Technical Support is ordered.
6. "Update(s)" means a subsequent release of the Programs which Oracle generally makes available for Program Licenses at no additional **license** fee, other than media and handling charges, provided **Customer** has ordered Technical Support for such licenses for the relevant time period. Updates shall not include any options or future product which Oracle licenses separately.
7. A "Named User" or "Developer" is an individual authorized by the Customer **to** use the Oracle **Programs**, regardless of whether the individual is actively using the Programs at any given time.
8. The **number** of "Concurrent Devices" is defined as the maximum number of input devices accessing the Programs on the Designated System at any given point in time. If multiplexing software or hardware (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front-end.
9. A "Mailbox" is a point from which to send or receive electronic mail and is created when a user or application is created in Inter **Office** Messaging Cartridge.
10. "Full Use Programs" are unaltered versions of the Programs with all functions intact.
11. "Deployment Programs" may **be** used only to execute existing applications *or* reports. They may not be used to build **or modify** reports or **applications**. Deployment Programs are to be generated by the Customer **from** Full Use **Programs**.
12. A per "Computer" license **allows** the Customer to use the licensed Program on a single specified computer.
13. "Order Form" means the document in hard copy or electronic form by which the Customer orders Program licenses and services, and which is agreed to by the parties. **The** Order Form **shall** reference this Contract Number.
14. A per "**Processor**" license **shall** be defined as the actual number of processors installed in the licensed computer and running the Oracle Programs, **regardless** of the number of processors which the computer is capable of running.
15. "Client" is a computer which (1) is **used** by only one person **at** a time, and (2) executes Oracle **software** in local **memory** or **stores** the software on a local storage device.

28.1

16. "Web Specific" Program(s) shall mean restricted-use Program licenses which may only be accessed by Clients via Internet networking protocols. Notwithstanding any use restrictions in the contract or Oracle Program License Terms, the Customer's applications may only allow third party web access to a licensed Web Specific Program for viewing, querying, or adding data only, so long as such use is in accordance with the other terms of the Contract.
17. A "Education Unit" entitles the Customer to acquire one day of instruction for one Customer employee at an Oracle Education Center in the U.S., exclusive of expenses. Ten Education Units may be used to acquire one day of instruction for up to 18 Customer employees, at a Government site, exclusive of expenses. Education Units are valid for one year from the Effective Date of the Order Form on which they are ordered.
18. "Network" is defined as any number of Servers and Client computers which are directly or indirectly connected using connectivity programs. Customer must specify the number of Servers used only (1) when including Programs that are licensed on a Per Computer, Per Suite, Per Processor basis, or (2) all installations of Programs are located within the United States. In all other cases, it is not necessary for Customer to report the number of Servers or Clients in a Network. However, the Customer still must specify operating systems and media for the Network configuration and shipment.
19. A "Network License (NL)" is an arrangement whereby Customer receives the right to deploy users of Program(s) across a Network. In an NL, a Concurrent Device having access to multiple Servers on the Network is counted as one Concurrent Device on the Network, while under standard Oracle licensing, each Concurrent Device must be licensed one time for each Server accessed.
20. A "Network License Addendum" is a document completed by Oracle with the Customer that identifies the specific details (Programs, quantities, platforms, etc.) of the Customer Network License. The Network License Addendum includes a Shipment Summary, identifying all Programs to be delivered to the Customer.
21. An "Ordering Entity" is any department, agency, or other entity authorized to procure products or services from Oracle under this Contract as outlined in applicable Customer regulations. Ordering Entity may be requested by Oracle to provide documentation confirming its authorization to use the Contract.
22. A "Server" is a Designated System that (a) is further defined by its model number and the number of central processing units (CPUs) and (b) allows a Client access to the database technology. A Designated System that acts in the capacity of both a Client and a Server is considered a Server.
23. "Documentation" means the user guides and manuals for installation, and use of the Program software. Documentation is provided in CD-ROM or bound form, depending on Oracle's standard practice and availability.
24. ~~Contract~~ "Contract" means this Schedule contract between Oracle Corporation and the General Services Administration.
25. "Oracle Database Programs" - Any of the following Oracle Programs: Oracle? Enterprise Edition, -Oracle8 Enterprise Edition options/data cartridges, Oracle8, Oracle7 Enterprise Edition, Oracle7 Enterprise Edition options, Oracle Rdb Server, Oracle Rdb Server options, and Oracle Express Server.
26. The "Intranet" is the web environment established by the Customer where the number of web-application users are known and countable. Typically, access to web-applications is restricted via a firewall, user accounts, and passwords.
27. The "Internet" is the web environment open to the general public, with unregulated access and where users are not countable.

52

SECTION III  
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSE-S (132-33)  
AND MAINTENANCE (132.34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY **SOFTWARE**

1. ORDER

- a. 'A written order, ED1 (GSA Advantage! and **FACNET**), and credit card orders placed in accordance with the terms, conditions and prices set forth herein, shall be the only basis for acquisition of software or services from this contract. In addition, a letter of authorization from a Government Contracting Officer shall accompany every order issued by an authorized Federal prime contractor.
- b. When an order for the **purchase** of a software license is issued and the price is reduced between the order date and the date of acceptance, the lower price shall apply and the order shall be amended accordingly.
- c. Oracle will honor maintenance orders for periods of one year or less. **Maintenance** may be discontinued by the Government on thirty (30) calendar days written notice to Oracle. Thirty (30) calendar days prior to the expiration date of an order, the ordering **office** shall *notify* Oracle in writing if maintenance is going to be permitted to expire.
- d. The contract or orders placed under it are not assignable by the Government except as may be provided elsewhere in this Special Item. The Government may not assign or transfer any of the Programs to parties other than the Government without the prior written consent of Oracle. Any attempt by the Government to assign or transfer to parties other than the Government the rights, duties, or obligations of this contract is void without Oracle's written consent.

2. DELIVERY, INSTALLATION AND TRAINING/TECHNICAL SERVICES

Delivery shall be made within thirty (30) days after receipt of order or as negotiated between the Ordering **Office** and Oracle. Delivery of a Full Use Program license includes a media shipment (in object code form on a tape, cassette, floppy or CD ROM) and one copy of documentation. Media and documentation must be separately ordered for Deployment Programs, if **required**; these are only available on an open market basis. Deployment Programs **are** "right to copy" licenses and must be copied **from** a Full Use Program. Installation of the Programs is the responsibility of the Government unless installation **services** are procured from Oracle at the On-Site Technical Assistance rates set forth in under Special Item No. 132-5 1.

3. ACCEPTANCE

For each Program License for which delivery-is required under this **contract, the** Government shall have a thirty (30) day Acceptance Period, beginning on the Delivery Date, in which to evaluate the Program. During the Acceptance Period, the Government may cancel the **license** by giving written notice to Oracle and **returning** the Program in accordance with Paragraph 10 below. Unless such cancellation notice is given, the license will be deemed to have been accepted by the Government at the end of the Acceptance Period. No Acceptance Period shall apply to Deployment Programs which are "right to copy" Programs and shall be deemed accepted upon the date of the delivery order, with all fees noncancelable and fees paid nonrefundable.

Notwithstanding any other terms or provisions of this **contract**, if the Government finds the software to be unsatisfactory and the **shortcoming which** prompted such a finding **are** not completely remedied within thirty (30) calendar days after delivery (or a different Period if mutually **agreed** to), it will not be accepted, and the Government shall have the right to return the software without any payment or further obligation to Oracle.

73.1

4. GUARANTEE

a. **Warranties**

(1) Program Warranty

Oracle warrants for a period of one (1) year from the Delivery Date that each unmodified Program for which the Government has a Supported Program License will perform the functions described in the Documentation.

(2) Media Warranty

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for one year from the Delivery Date.

(3) Services Warranty

Oracle warrants that its technical support and on-site technical assistance services will be performed consistent with generally accepted industry standards. This warranty shall be valid for ninety (90) days from performance of service.

(4) Disclaimers

**THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Oracle** does not warrant that the Programs **will** meet the U.S. Government's requirements, that the Programs **will** operate in the combinations which the U.S. Government may select for use, that the operation of the Programs **will** be uninterrupted or error-free, or that **all** Program errors will be corrected. Limited Production Programs, pre-production releases of Programs, and computer-based training products are distributed "as is."

b. Exclusive Remedies

For any breach of the warranties contained above, the Government's exclusive remedy, and Oracle's entire liability, shall be:

(1) For Programs

The correction of Program errors that cause breach of the **warranty**, or if Oracle is unable to make the Program operate as warranted, the Government shall be entitled to **recover** the fees paid to Oracle for the Program license.

(2) For Media

The **replacement of** defective media **returned** within one year of the Delivery Date.

(3) For Services

The **reperformance** of the services, **or** if Oracle **is** unable to perform the services as warranted, the Government shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

54

c. Warranty Exclusion and Limitation of Damages

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will Oracle be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2-715 in effect in the District of Columbia as of January 1, 1973, i.e.:

Consequential damages resulting from Oracle's breach include (a) any loss resulting from general or particular requirements and needs of which Oracle at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and (b) injury to person or property proximately resulting from any breach of warranty.

5. PRICE DISCOUNTS - PURCHASE AND MAINTENANCE

- a. Except for those instances described below, the prices set forth herein are the net license fees and are available to all agencies authorized to use the "ADP Schedule Contract," including Federal Education Institutions and authorized Federal Contractors.
- b. The license fees listed in the price list include all special Government discounts except for Programs ordered for delivery to Federal Education Institutions. Federal Educational Institutions will receive an additional 10% off the stated prices for software license purchase only; this additional discount applies to Oracle and Oracle Rdb Programs only. This Federal Educational Institution discount shall only apply to SIN 132-33. No additional discount is to be computed.

6. MAINTENANCE RESPONSIBILITY OF ORACLE CORPORATION

- a. Oracle Corporation will provide services under the classification of maintenance (Technical Support).

(1) Oracle Bronze Level includes:

- \* Telephone support (Standard Business Hours, Monday - Friday, 5x8)
  - ◆ Direct access to Oracle technical personnel
  - ◆ Business driven response priority (severity levels)
  - ◆ Technical advice
  - ◆ Problem **resolution**
- \* Product and documentation Updates
  - ◆ Patch fixes and workarounds
  - ◆ General maintenance releases
  - ◆ New functionality Updates
- \* Software License Transfer Rights
  - ◆ Credits for software transfers
- \* Oracle Information Access
  - ◆ Technical hints and tips and product developments **and availability**
  - ◆ Details of known **problems** with **workarounds**
  - ◆ Customer access to Oracle's support system to enhance problem management/resolution
  - ◆ Information is distributed via **electronic** systems, **hardcopy** newsletters & alerts

(2) Oracle Silver Level **includes** all **Bronze** Level **services plus** the following:

- \* Telephone support (Monday-S&day, **7x24**)
  - ◆ Global **toll-free** access
  - ◆ **Management** and alert reporting
- \* options
  - Scheduled on-site customer support

)  
78.1

55

- b. A "License Set" is defined as a logically related group of licenses installed on the same systems and/or used for the same applications.
- c. When acquiring Oracle Customer Support, all licenses supported in a given License Set must be supported under the same support level. The Government may choose to leave certain Programs unsupported but may not select varying levels of support for each license within a License Set.
- d. With the acquisition of any package which includes telephone support, the Government may designate one primary and one backup employee ("Technical Contacts") per License Set to serve as liaisons with Oracle Worldwide Customer Support. The designated Technical Contact is the sole liaison between the Government and Oracle for a!! product support and shall be based on the Government site. The Government may elect to add Technical Contacts for an additional fee of \$5,000 per contact.
- e. One set of Updates is provided per License Set.
- f. The Government will receive no Updates or telephone support for unsupported licenses. Unsupported licenses are not transferable (i.e., no credits will be received by the Government when transferring unsupported licenses).
- g. The fee to reinstate support for unsupported licenses is equal to 100% of the total Oracle Bronze Support fee for the license from the date the license was first unsupported to the present.
- h. For Oracle Programs with unlimited free deployment licenses, supported customers must maintain at least one supported Full Use license for each platform on which they deploy.

7. UTILIZATION LIMITATIONS

Software acquisition is limited to commercial computer software defined to be:

- a. Commercial Computer Software - Computer software which is used regularly for other than Government purposes and is sold, licensed or. leased in significant quantities to the general public at established catalog prices. All Oracle Programs and related documentation provided hereunder are provided to the Government with Restricted Rights as defined at FAR 52.227-14. including Alternate III (Jun 1987).

When acquired by the Government, commercial computer software and related documentation shall be subject to the following:

- (1) Title to and ownership of the software, documentation and training materials shall remain with Oracle corporation.
- (2) This software may be used by any agency (cabinet level or independent agency), division, branch, etc., thereof, that has access to the computer(s) the software is placed on, even if a subdivision did not participate in the acquisition of the software. This paragraph does not apply to time-sharing options.
- (3) The Government shall not provide or otherwise make available the software, documentation training materials or any portion thereof, or benchmark results, in any form, to any third party without the prior written approval of Oracle Corporation. Third parties do not include prime contractors, subcontractors, and agents of the Government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein which the Government may already have or obtains without restrictions.

78.1

56

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer Programs for safekeeping (archives) or backup purposes; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) If Oracle, within sixty (60) days after a written request, fails to substantiate by clear and convincing evidence that computer software and documentation marked with the Restricted Rights Legend are commercial items and were developed at private expense, or if Oracle fails to refute evidence which is asserted by the Government as a basis that the software is in the public domain, the Government may cancel or ignore any restrictive markings on such computer software and documentation and may use them with unlimited rights. Such written requests shall be addressed to Oracle as identified in the Restricted Rights Legend.

No legend shall be marked on, nor shall any limitation or restriction on rights of use be asserted as to any data or computer software which Oracle has previously delivered to the Government without restriction. The limited or restricted rights provided for by this paragraph shall not impair the right of the Government to use similar or identical data or computer software acquired from other sources.

“Commercial Computer Software” may be marked with Oracle’s standard commercial restricted rights legend but the schedule contract and schedule price list including this clause, “Utilization Limitations,” are the only governing terms and conditions and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) The Government shall treat computer software bearing a copyright notice as an unpublished copyrighted work.

b. The Government agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the computer software. However, the Government has the right to modify the software.

8. ORACLE LICENSE **TRÁNSFER** POLICY (only applicable to fully **Supported** Program licenses)

a. A “License Transfer” occurs when a customer discontinues its use of a set of licensed Program on a specified CPU or Designated System and transfers the use of that Program to a new system. A License **Transfer** may not involve an exchange of one Program for another except in the case of Programs with similar functionality (e.g., Oracle8 Enterprise Edition and **Oracle Rdb** or for Supported Migrations). No refund of license fees paid or credit toward future licenses will be granted as a result of a License Transfer.

b. Transfers **within** an Operating **System**. The fee for a License Transfer within an operating system is equal to the current contract price of the licensed Program on the new system less the current contract price of the licensed Program on the original system.

c. Transfers from **Oracle8** to **Oracle8** Enterprise ~~Edition~~ **Customers** may transfer **Oracle8** licenses to Oracle8 **Enterprise** Edition licenses using a 1-to-1 ~~ratio~~ **by paying** the **current** contract price of the Oracle8 Enterprise Edition licenses **less** the current contract **price** of the Oracle8 licenses. Oracle8 Enterprise Edition or Oracle Rdb licenses may not be transferred to Oracle8 licenses.

d. Transfer of **Named** User Licenses. When transferring server Programs that were licensed on a **Named** User basis, the current contract price of the existing licenses is calculated at 50% of the Concurrent Device fee listed in the contract.

28.1



e. Transfer of User Based Tools Licenses within an **Operating System** When transferring tools Programs licensed as on a per user basis, the current contract price **for the existing** licenses is equal to the current contract price for Developer licenses. No credit is granted in the transfer of deployment level tools licenses. Fees paid for deployment level tools licenses may not be applied toward the purchase of Developer licenses.

**If** the existing tools Programs were licensed on a per user basis and were not designated as Full Use or Deployment, the customer may designate up to the total number of Developers licensed on the new system.

f. Transfer of CPU Based Licenses within an Operating System If the existing License Set was licensed on a per CPU basis, the current contract price of the existing License Set is calculated at eight Concurrent Devices per processor based on the number of processors in the existing CPU.

g. Transfers of Rdb Licenses. When transferring Rdb licenses acquired after February 28, 1995, the transfer fee is calculated as **the** current contract price **of** the licensed Programs on the new system less the current contract price of the licensed Programs on the existing system. When transferring Rdb licenses acquired before February 28, 1995, the transfer fee is calculated outside the scope of this contract. Exchanges of Digital Equipment Corporation Rdb licenses for Oracle Rdb licenses are not authorized under this contract.

h. Transfer to a New Platform or Operating System. If a License Transfer to a new platform or operating system requiring shipment of new binary software by Oracle, a fee of 10% of the contract price of the programs licensed **on the** new system shall be charged in addition to the above mentioned fees. This additional charge shall be no less than **\$1,200** or **50%** of the license fees, whichever is less. In certain cases, Oracle may designate supported migration paths for which new **binary** code will be provided to supported customers at no additional charge.

i. Technical Support for Transferred Licenses. Technical Support fees will be based on the newly licensed configuration.

j. Transfers from Standard Pricing to Network License Pricing. The fee to transfer a Stand&d License to a Network License is **equal** to the current Network License contract price of the licensed product(s) less the current contract price of the licensed product(s). **As** an exception to the above policy, Customers may transfer existing Standard Licenses to the new NL by paying the current NL contract price for the new licenses and receiving a credit of fees paid for their existing licenses.

k. Transfers **from** Existing **NLs**. Customers who have existing Network Licenses may transfer existing licenses to the new NL by paying the current NL contract price for the new licenses less the current **NL** Contract price for **the** old licenses. **As** an exception to the above policy, Customers may **transfer existing NLs** to the new NL by paying the **current NL** contract price for the new licenses and receiving a credit of fees paid for their existing licenses.

9. PATENT AND COPYRIGHT **INDEMNITY**

Oracle will defend the Government against a claim that **licensed** Program materials furnished and used within the scope **of the license** granted hereunder **infringe** a **U.S. patent** or copyright and Oracle will pay resulting costs, damages and attorney's **fees awarded**, subject to **the** limitation of liability set forth in the contract or order, provided **that**:

a. The Government notifies **Oracle** in writing of the claim as soon as **practical**; and

- b. Oracle shall have been given such opportunity as is offered by applicable laws, rules, or regulations to participate in the defense thereof. The Government shall make every effort to permit Oracle to fully participate in the defense and/or in any settlement of such claim.

If such claim has occurred, or in Oracle's opinion is likely to occur, the Government agrees to permit Oracle, at its option and expense, either to procure for the Government the right to continue using the licensed Program materials or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the Government agrees, on reasonable advance written notice from Oracle, to return or destroy the original and all copies of the licensed Program materials received from Oracle, subject to the Government's right to require continued use of the Programs or optional materials pursuant to the provisions of 28 U.S.C. 1498. In the event of such continued use, the Government shall notify Oracle in writing of its election to continue to be licensed with respect to the licensed Programs or optional materials and agrees to undertake at the Government's expense the defense of any action against the Government and to indemnify Oracle with respect to all costs, damages, and attorneys' fees attributed to such continued use after such notice is given to Oracle, it being understood that Oracle may participate at its expense in the defense of any such action if such claim is against Oracle.

Oracle shall have **no** obligation to defend the Government or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the licensed Program if such infringement would have been avoided by the use of a current unaltered release of the licensed Program, or (2) the combination, operation, or use of any licensed Program materials furnished hereunder with non-Oracle programs or data if such infringement would have been avoided by the combination, operation or use of the licensed program materials with other Programs or data or (3) use of the licensed Program in other than the specified operating environment if such infringement would have been avoided by use in the specified operating environment

The foregoing states the entire obligation of Oracle with respect to infringement of patents or copyrights

10. **DISPOSITION OF SOFTWARE**

The Government will erase, destroy, or otherwise render unusable the software and return all copies of documentation, within thirty (30) calendar days of discontinuance of a license. Prior to returning the software and documentation to Oracle Corporation for any reason, the Government shall acquire a Return Material Authorization (RMA) Number from Oracle Customer Relations Department at (650) 506-1500.

11. **RISK OF LOSS OR DAMAGE**

The Government shall be relieved from all risks of loss or damage to the software-Programs, unless such loss or damage is due to an Agency's fault or negligence or for other reasons for which the Government is legally liable.

12. **LIABILITY FOR INJURY OR DAMAGE**

Oracle shall not be liable for any injury to Government personnel or damage to Government property arising from the use of software provided by Oracle, unless such injury or damage is due to the fault or negligence of Oracle.

13. **DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

Oracle Programs are available for use on many computer hardware/operating system combinations. Call Oracle Corporation's Government Division at the phone numbers listed in Section I of this contract for any questions related to product availability.

78.1

59

14. VERIFICATION

At Oracle's written request, not more frequently than annually, the Government shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Agreement, including any User and other limitations; and (b) listing the locations, types and serial numbers of the Designated Systems on which the Programs are run.

Subject to security regulations, Oracle may, at its expense, audit the Government's use of the Programs. Any such audit shall be conducted during regular business hours at the Government's facilities and shall not interfere unreasonably with the Government's business activities. If an audit reveals that the Government has underpaid fees to Oracle, the Government shall be invoiced for such underpaid fees based on the contract price in effect when the audit is completed; if the underpaid fees exceed five percent (5%) of the license fees paid, then the Government shall also pay Oracle's reasonable costs of conducting the audit. Audits shall be conducted no more than once annually.

78.1

60

SECTION IV  
TERMS AND CONDITIONS APPLICABLE TO  
PURCHASE OF TRAINING RELATED TO GENERAL PURPOSE  
INFORMATION TECHNOLOGY SOFTWARE (132-50)

1. SCOPE

- a. Oracle shall provide training normally available to commercial customers, which is necessary to permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this contract.
- b. Oracle shall provide instructor-led training at an Oracle Education Center and/or at the Government's location, as agreed to by Oracle and the Government. When classes are conducted at the Government's location, referred to as "on site," the Government must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

2. ORDER

A written order, EDI (GSA Advantage! and FACNET), and credit card orders shall be the basis for the purchase of training in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

Oracle shall conduct classroom training at the day/month/time agreed between Oracle and the Government.

4. CANCELLATION AND RESCHEDULING

- a. The Government will notify Oracle at least five (5) business days before the scheduled training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Oracle will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule an Oracle Education Center training course within the time frame specified in paragraph a, above, the Government will be liable for 50% of the course fee if the seat cannot be filled by another student. If cancellation or rescheduling notice occurs within three (3) business days of the class date, the Government will be liable for 100% of the course fee.
- c. The Government will notify Oracle at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a Government location. Oracle will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- d. In the event the Government fails to cancel or reschedule an on-site class within 10 business days but not less than six business days, the Government will be liable for 50% of the entire class fee. If cancellation or rescheduling notice occurs within five (5) business days of the on-site class date, the Government will be liable for 100% of the class fee.
- e. The Government reserves the right to substitute one student for another student up to the first day of class.

78.1

61

f. In the event Oracle is unable to conduct classroom training on the date agreed to by Oracle and the Government, Oracle must notify the Government at least three (3) business days before the scheduled training date.

5. LIABILITY FOR INJURY OR DAMAGE

Oracle shall not be liable for any injury to the students, or damage to Government property arising from Oracle-provided classroom training, unless such injury or damage is due to the fault or negligence of Oracle.

6. PURCHASE PRICE FOR CLASSROOM TRAINING

The price that the Government will be charged is the Government purchase price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less. The price for a single student day of training (an Education Unit) at an Oracle Education Center is \$3 18 per student. The units required for on-site training conducted at a Government location are the following levels:

<u>Class Size</u>	<u># of Education Units/Course Day</u>
up to 18 students	10 units
19-21 students	11 units
22-24 students	12 units

Instructor travel and living expenses are in addition to these fees per course day and shall be in accordance with the Federal Travel Regulations.

In the event that the Government cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by the Government activity for an additional four (4) training units. This is in addition to the "Number of Education Units per Course Day" charged listed above.

Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering. Training Units are purchased in advance and remain valid for one (1) year from the date of purchase.

Volume purchases of Training Units on a single order are eligible for the following prices:

<u>Number of Units</u>	<u>Unit Price</u>
1-24	\$318
<b>25-49</b>	\$308
50 and over	\$297

7. INVOICES AND PAYMENT

Invoices for training procured by written orders, EDI orders, credit card orders or, in the case of BPAs, telephone orders shall be submitted by Oracle after Government completion of the training course. Charges for classroom training must be paid in arrears (31 U.S.C. 3324).

8. FORMAT AND CONTENT OF CLASSROOM TRAINING

Oracle shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Documentation will become the property of the student upon completion of the training class. For hands-on laboratory, there is a one-to-one assignment of computer workstations to students. Oracle shall provide each student with a class Certificate at the completion of each training course.

78.1

62

9. **CURRENT STANDARD COURSES**

Current standard courses are available at the various Oracle Education Centers and are listed in Oracle's current U.S. Education Services Schedule and Catalog. Call the Education Services Hotline at 1-800-633-0575 for further information or at the Oracle Education Web Site "<http://education.oracle.com>."

78.1

63

784

64

SECTION V  
TERMS AND **CONDITIONS** APPLICABLE TO **INFORMATION**  
TECHNOLOGY PROFESSIONAL SERVICES (132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-5 1 Information Technology Professional Services apply exclusively to **IT** Services within the **scope** of this Information Technology Schedule.
- b. Oracle shall provide services at its facility and/or at the Government location, as agreed to by Oracle and the ordering **office**.
- c. Professional services **are** offered by Oracle separately from Program licenses. The ordering activity understands that it has the right to acquire Program licenses without acquiring professional services, and that the ordering activity has the right to acquire said Program licenses **and** services separately at the fees stated in this contract.

2. ORDERING PROCEDURES

- a Procedures for **IT** professional services priced on GSA schedule at hourly rates.
  - (1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply **Schedules** or for **some** Special Item Numbers (**SINs**) within a Schedule. GSA has established special ordering **procedures** for **IT** professional services (**SIN 132-51**) that are priced on Schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
  - (2) The GSA has determined that the rates for **IT** professional services contained in this pricelist are fair and reasonable. However, the ordering **office** using this contract **is** responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
  - (3) When ordering **IT** professional services, ordering offices shall:

(i) Prepare a Request for Quotation:

(A) A performance-based statement of work that **outlines**, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance **criteria**, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(B) A request for quotation **should** be prepared which includes the performance-based statement of work and requests the contractors **submit** either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price quotation **shall** be requested. **unless** the ordering office makes a determination that it is not possible at the time of placing the order to estimate **accurately** the extent or duration of the work or to anticipate cost with **any** reasonable degree of confidence. When such a **determination is** made, a labor hour or **time-and-materials** quotation **may be** requested. The **firm-fixed** price **shall** be based on the hourly rates in the **Schedule** contract and **shall** consider the mix of **labor** categories and **level** of **effort** required to perform the services described in the statement of **work**. **The firm-fixed** price of the order should **also** include any travel costs **or** other incidental **costs** related to performance of the **services** ordered, unless the order provides for reimbursement of travel **costs** at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price **must** be established for labor hour and time and material orders.

78.1



65

(C) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.

(D) The request for quotation shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to Schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotation shall notify the contractors that will be the case.

(ii) Transmit the Request for Quotation to Contractors:

(A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those Schedule contractors that are small business concerns. This limitation is not applicable when buying supplies -and/or services under other SINS as well as SIN 132-5 1. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(B) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotation for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement

(iii) Evaluate quotations and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the Schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

(4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall:

(i) Inform contractors in the request for quotation (based on the agency's requirements) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(A) Single BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The Schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

78.1

66

(B) **Multiple BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the Schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

(ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

- (5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
  - (6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
  - (7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' quotations that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.
- b. Ordering Procedures for other services available on Schedule at fixed prices for specifically defined services or tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under Schedule contracts to be fair and reasonable. By placing an order against a Schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- (1) Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule contractor;
- (2) Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/price lists of at least three Schedule contractors and selecting the delivery and other options available under the Schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider: (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

78.1

(3) **Orders** exceeding **the** maximum order threshold Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b. above, and before placing an order that exceeds the maximum order threshold, ordering offices shall:

- (i) Review additional Schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (ii) Based upon the initial evaluation, generally seek price reductions from the Schedule contractor(s) appearing to provide the best value (considering price and other factors); and
- (iii) After price reductions have been sought, place the order with the Schedule contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

Note: For orders exceeding the maximum order threshold, the contractor may:

- (A) Offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (B) Offer the lowest price available under the contract; or
- (C) Decline the order (orders must be returned in accordance with FAR 52.2 16- 19).

(4) **Blanket purchase** agreements (**BPAs**). The establishment of **Federal** Supply Schedule **BPAs** is permitted when following **the ordering** procedures in FAR 8.404. All Schedule contracts contain accounts **with** contractors to fill recurring requirements. **BPAs** should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

(5) **Price** reductions. In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule contractors are not required to pass on to all Schedule users a price reduction extended only to an individual agency for a specific order.

(6) **Small business**. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(7) **Documentation**. Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase **agreements**, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract **terms** and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next **Fiscal** Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. Oracle shall **commence performance** of services on the date agreed to **by Oracle** and the ordering office.
- b. **Oracle agrees** to render services only during normal **working** hours, unless otherwise **agreed** to by Oracle and the ordering office.
- c. Oracle guarantees that **IT** Services performed under the task order and that all contract personnel utilized in the performance of IT Services shall be of a quality consistent with industry standards, under the task order shall have the education, experience, and expertise as stated in the task order.
- d. Any Oracle travel required in the performance of IT Services must comply with the Federal Travel Regulations or Joint Travel Regulations, as applicable. in effect **on** the date(s), the travel is performed. Established Federal Government per diem rates will apply to all Oracle travel. Oracle cannot use GSA city **pair** contracts.

5. INSPECTION OF SERVICES

The Inspection of **Services-Fixed** Price (Aug 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract, The Inspection-Time-and-Materials and Labor-Hour (Jan 1986) clause at FAR 52.246-6 applies to **time-and-materials** and labor-hour orders placed under this contract.

6. RESPONSIBILITIES OF **ORACLE**

Oracle shall **comply** with **all** laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work under **this** Special Item Number.

7. **RESPONSIBILITIES** OF THE GOVERNMENT

Subject to security regulations, the ordering **office** shall permit Oracle access to all facilities necessary to perform the requisite IT Services.

8. INDEPENDENT CONTRACTOR

All **IT Services** performed by **Oracle** under the terms of this contract shall be as an independent contractor, and not as an agent or employee of **the Government**.

9. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the contractor, any entity into or with which the contractor subsequently merges or affiliates, or any other successor or assignee of the contractor.

An “organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the contractor and its affiliates, may either (i) result in an unfair competitive advantage to the contractor or its affiliates or (ii) impair the contractor’s or its affiliates’ objectivity in performing contract work

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

10. INVOICES

Oracle, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

11. PAYMENTS

For firm-fixed price order, the Government shall pay Oracle, upon submission of proper invoices, the prices stipulated in this contract for service rendered. Progress payments shall be made only when authorized by the -order. For time-and-materials orders, the payments under Time-and-Materials and Labor-Hour contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. RESUMES

Resumes shall be provided to the user agency upon request.

13. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

14. APPROVAL OF SUBCONTRACTS

The ordering activity may require that Oracle receive, from the ordering activity’s contracting officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15. ON-SITE PROFESSIONAL SERVICES • HOURLY RATES AND LABOR CATEGORIES

On-Site Professional Services are available through several fee structures. The Government may purchase these services on an hourly basis for the labor categories described below. These structures afford the Government the flexibility to procure exactly the services needed to ensure the successful implementation and utilization of the Oracle software product technology offered on this Schedule. The services may include special studies, programming, application design/development and conversion and implementation planning. Oracle will deliver hourly professional services for the fees identified in Section VII, Price List, Table 7, plus other necessary and reasonable expenses as stated further below.

The professional services-hourly rates may be purchased on an hourly basis in full day (i.e., 8-hour) increments, with a three-day (3 day) minimum. The following pages provide descriptions of the hourly rate labor categories:

**Senior Vice President**

**Minimum General Experience:** Extensive (typically 10+ years) executive management experience and leadership skills necessary for directing national or global practices. Enterprise-wide management experience in the software or high-technology industry and experience working with functional, operational, and technical issues at the senior executive level.

**Functional Responsibility:** Manage practices at the national or global level, Manage consulting engagements, IS projects, and programs. Knowledge of Oracle products, business strategy, and business practices. Identify new opportunities for global technology insertion.

**Minimum Education:** BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field and/or equivalent experience.

**Area Vice President**

**Minimum General Experience:** Extensive (typically 10+ years) management experience and leadership skills necessary for directing regional business practices. Substantial experience in software engineering or high-technology management with a customer requirements focus. Experience in working with functional, operational, and technical issues. Knowledge of Oracle methodologies and products, corporate strategy, and business strategy.

**Functional Responsibility:** Manage regional practices at the senior executive level including consulting engagements, IS projects, and programs. Ensure delivery of highquality services on multiple projects. Must be proactive in identifying new opportunities for technology insertion.

**Minimum Education:** BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field and/or equivalent experience.

**Regional Vice President**

**Minimum General Experience:** Extensive (typically 8+ years) management experience and leadership skills necessary for directing multiple business practices. Significant experience in software engineering or high-technology management with a customer focus. Experience in working with functional, operations, and technical issues. Knowledge of Oracle methodologies and products, corporate strategy, and business strategy.

**Functional Responsibility:** Manage large account relationships at the senior executive level. Manage multiple concurrent business practices and consulting engagements, projects/ programs.

**Minimum Education:** BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field and/or equivalent experience.

71

**Senior Practice Director**

Minimum General Experience: Substantial (typically 7+ years) management experience with leadership skills necessary for directing large projects including implementation of Oracle methodologies, re-engineering, and quality assurance. Experience with enterprise-wide technology, architecture, and strategy. Experience with management of large bid and contract processes.

Functional Responsibility: Manage large account, relationships at the senior executive level. Manage multiple concurrent project implementations. Manage consulting engagements, IS projects, and programs. Ensure delivery of high-quality services on multiple projects. Must be proactive in identifying new opportunities for technology insertion.

Minimum Education: BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field and/or equivalent experience.

**Senior Industry Director**

Minimum General Experience: Substantial (typically 7+ years) management experience which may include experience in a public sector environment. Experience working with functional, operations, and technical issues related to application solutions in the information technology industry. Ability to understand industry trends and translate that to new, industry-focused products and services. Experience managing projects with diverse teams, including members from clients and subcontractors.

Functional Responsibility: Evaluate and establish strategy and product positioning for Oracle databases, tools, and applications. Produce software products aligned with and leveraging Oracle's strategic directions and technology. Oversee product lifecycle of established or created products. Establish plans, product versions, and delivery dates. Maintain close alliance with clients for market directions. Work closely with divisional management and engineering teams.

Minimum Education: BA/BS or higher in Computer Science, Information Systems, Business, Engineering, or related field and/or equivalent experience.

**Practice Director**

Minimum General Experience: Significant (typically 6+ years) management experience in the following areas: delegation, team development, personnel development, and performance management. Experience with implementation of Oracle methodologies, re-engineering, and QA. Experience with management of large bid and contract processes. Experience managing projects with diverse teams, including members from clients and subcontractors.

Functional Responsibility: Responsible for developing client relationships, ensuring adequacy of infrastructure, and personnel assignments. Provide direction to middle and line managers, and junior consultants. Possess a working knowledge of relevant Oracle and third-party technology and a strong understanding of the information technology industry.

Minimum Education: BA/BS or higher in Information Systems, Computer Science, Engineering, Business, or related field and/or equivalent experience.

**Industry Director**

Minimum General Experience: Significant (typically 6+ years) management experience which may include experience in a public sector environment. Experience working with functional, operational, and technical issues related to application solutions in the public sector or other environment. Ability to understand industry trends and translate that to new, industry-focused products and services.

Functional Responsibility: Establish and manage project work plans and scheduling of resources for design and development of components. Coordinate plans, product versions, and delivery

78.1

72

dates. Manage team of developers. Maintain positive relationships with client, partners, and other senior managers. Establish project plans, product versions, and delivery dates. Work closely with other divisional heads and engineering teams.

Minimum Education: **BA/BS** or higher in Computer Science, Engineering, Business, or related field **and/or** equivalent experience.

**Program Manager IV**

Minimum General Experience: Extensive (typically **8+** years) experience in program or project management on complex application **and/or** custom development efforts in the software or a **high-**technology industry. Successful track record managing on-time, on-budget, and in-scope efforts. Experience with Time and Materials and Fixed Priced projects. Solid knowledge of process management, QA, and project management methodologies and tools. Familiarity with Oracle Methodologies and **SEI** Capability Maturity Model (CMM). Practical experience with Joint Application Development (JAD) and Rapid Application Deployment (**RAD**) implementations. Serve as client focal point for project communications. Experience managing projects with diverse teams, including members from multiple clients and subcontractors. Experience managing complex projects with implementation requirements at multiple sites.

Functional **Responsibility:** Manage Oracle programs on-time, within budget, and within scope. Direct daily activities of project team. Articulate program strategy to executive staff and secure acceptance and support. Communicate status to client and senior Oracle management. Review/Approve schedules, estimates, plans, and change orders. Plan, design, implement, and manage projects utilizing Oracle Method. Serve as client focal point for project communications and as Oracle liaison with all levels of management at client site.

Minimum Education: **BA/BS** or higher in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

**Program Manager III**

Minimum General Experience: Substantial (typically **7+** years) experience in program or project management on complex application and/or custom development efforts. Successful track record managing on-time, on-budget, and in-scope efforts. Experience with Time and Materials and Fixed Priced projects. Understanding of process management, QA, and project management methodologies and tools. Familiarity **with** Oracle Methodologies and **SEI CMM**. Working knowledge of JAD and RAD implementations. Experience managing projects with diverse teams, including members from multiple clients and subcontractors. Experience managing complex projects with implementation requirements at multiple sites.

**Functional Responsibility:** Manage Oracle programs on-time, within budget, and within scope. Direct daily activities of project team. Communicate status to client **and** senior Oracle management. Lead cross-functional teams in the formulation of implementation programs and projects. Review/Approve schedules, estimates, plans, and change orders. Plan, design, implement, and manage projects **utilizing Oracle** Method. Serve as client focal point for project communications and as Oracle liaison with all levels of management at client site.

Minimum Education: **BA/BS** or higher in **Computer** Science, Information Systems, Business, or related field and/or equivalent experience.

**Program Manager II**

Minimum General **Experience:** Significant (typically **5+** years) experience in program or project management on complex application and/or custom development efforts. Successful track record managing on-time, on-budget, and in-scope efforts. Experience with Time and Materials and Fixed Priced projects. Understanding of process management, QA, and project management

78.1



73

methodologies and tools. Familiarity with Oracle Methodologies and SEI CMM. Experience managing complex projects.

Functional Responsibility: Manage Oracle programs on-time, within budget, and within scope. Direct daily activities of project team. Communicate status to client and senior Oracle management. Review/Approve schedules, estimates, plans, and change orders. Plan, design, implement, and manage projects utilizing Oracle Method. Serve as client focal point for project communications.

Minimum Education: **BA/BS** or higher in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

**Technical Manager**

Minimum General Experience: Considerable (typically 4+ years) implementation experience with Oracle applications **and/or** other enterprise software applications. Possess a high level of technical competence and insight into current and/or emerging technologies. Project leadership experience required with strong analytical abilities and familiarity with business processes.

Functional Responsibility: Relational database experience (Oracle Preferred) plus experience in client/server application development. Experience with GUI Tools and CASE implementation. Experience in project life-cycle development Ability to work independently with customers.

Minimum Education: **BA/BS** in Computer Science, Information Systems, or related field and/or equivalent experience.

**Practice Manager**

Minimum General Experience: Significant (typically 4+ years) experience managing development of new business and client relationships. Possess a working knowledge of Oracle's technology and a strong understanding of the line of business or industry.

**Functional** Responsibility: Provide direction to line managers, managing principals, and junior level consultants. Interact with, and make presentations to, client management at the appropriate levels. Integrate new consultants at all levels into the practice. Manage consulting staff and success of local engagements. Ensure client standard rules of engagement are followed and revenue quality is maintained. Manage cost center **expenses at** the local level. Oversee large-scale project implementations. Prepare and/or review project proposals. Manage staff to successfully analyze, design, develop, and implement complex projects. Ensure technical training/support and knowledge is transferred to client support staff. Develop and mentor junior and **mid-level** staff.

Minimum Education: **BA/BS** in Computer-Science, Business, or related field and/or equivalent experience.

**Industry Manager**

Minimum General Experience: Significant (typically 4+ years) of management experience in a technology **or** service industry with a successful record of accomplishments. Responsible for setting business direction within that technology **or** service industry. Experience in **application** implementation, product engineering; product **development, or technical** services.

Functional **Responsibility:** Gather information to define strategy and requirements for industry. Recommend future direction of product releases. May have responsibility for profit and loss. Communicate effectively with other members of senior management team. Work with other managers to communicate timing and delivery of development activities. Ability to manage large teams. Build and maintain positive relationships with partners.

78.1

74

**Minimum Education:** BA/BS in Computer Science, Engineering, or related field and/or equivalent experience.

***Program Manager I***

**Minimum General Experience:** Considerable (typically 4+ years) of program/project management experience on complex application/custom development efforts. Successful management track record of on-time, on-budget and in-scope efforts. Experience with Time and Materials and Fixed Priced projects. Understanding of process management, QA, and project management methodologies and tools. Familiarity with Oracle methodologies and SEI CMM.

**Functional Experience:** Manage Oracle programs on-time, within budget, and within scope. Direct daily activities of project team. Communicate status to client and senior Oracle Management. Review/Approve schedules, estimates, plans, and change orders. Plan, design, implement, and manage project utilizing Oracle Method. Serve as client focal point for project communications. Possess an operational and functional understanding of clients' needs. Experience managing projects with diverse teams.

**Minimum Education:** BA/BS or higher in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

***Managing Principal***

**Minimum General Experience:** Significant (typically 4+ years) experience including the following management skills: team development, personnel development, and performance management. Possess solid working knowledge of Oracle methodologies and third-party technology relating to application engagements. Possess an area of specialty within a business area, industry, or technology.

**Functional Responsibility:** Responsible for the development of bids and the management of projects, including quality of deliverables and the delivery of those deliverables on-time and within budget. Demonstrate competency with appropriate components of Oracle Method, especially those related to application implementation. Build and maintain positive relationships with **assigned** clients and build new client relationships. Direct project analysis, design, and delivery.

**Minimum Education:** BA/BS in Computer Science, Information Systems, or related field and/or equivalent experience.

***Senior Principal***

**Minimum General Experience:** Significant (typically 4+ years) experience in a consulting **environment** with use of an Oracle consulting **methodology**. High level of technical competence within Oracle.

**Functional Responsibility:** Perform analysis of client requirements and translate **them** into application specifications. Manage application implementations. Provide consulting services to **the clients regarding integrated applications. Develop high-quality** deliverables on time and within budget. Possess skills in designing and developing approaches to satisfy clients' business needs.

**Minimum Education:** ~~BA/BS~~ in Computer ~~Science~~, Information Systems, Business, or related field **and/or equivalent experience.**

78.1

75

**Principal Engineer**

**Minimum General Experience:** Considerable (typically 4+ years) in information systems development, functional and data requirements analysis, systems analysis, and program design. Experience managing implementation of information/software engineering projects and either in systems design, programming, or DBA with knowledge/experience in CASE tools/methods, or functional experience performing business systems analysis working with Oracle applications products. Knowledge of Oracle technology. Possess leadership and/or supervisory skills.

**Functional Responsibility:** Apply enterprise-wide set of disciplines for planning, analysis, design, and development of systems for multiple installations or a major sector. Analysis of clients' processes and adaptation of products to clients' needs. Transform client needs into project design specifications. Develop and administer client-designed DB solutions. Prepare detailed design documents. Understand development according to Oracle Methodologies. Provide supervision and direction to staff on technical assignments in development or project site.

**Minimum Education:** BA/BS in Computer Science, Information Systems, Business, or related field and/or equivalent experience.

**Senior Engineer**

**Minimum General Experience:** Considerable (typically 1-4 years) experience in software applications development, or functional experience performing business systems analysis working with Oracle applications products. Should possess specific industry experience. Solid ability to perform analysis and design. Experience managing project teams.

**Functional Responsibility:** Develop organization-wide information models for use in designing and building integrated, shared software and database management systems. Apply BPR to design, develop, and test the Oracle packaged goods application. Integrate applications. Ensure that project tasks are completed thoroughly and on time with the highest quality standards. Serve as project team leader. Convert specifications into design and convert design into deliverables on schedule. Perform quality assurance on all deliverables.

**Minimum Education:** BA/BS in Computer Science, Electrical Engineering, or related field and/or equivalent experience.

**Staff Engineer**

**Minimum General Experience:** Fundamental (typically 1-3 years) experience performing software or information engineering activities. Experience working with Oracle products or other third or fourth generation languages in the design and development of database management systems, or functional experience performing business systems analysis working with Oracle applications products. Knowledge of applicable standards.

**Functional Responsibility:** Analyze and study complex information systems requirements. Provide support using formal specifications, data-flow diagrams, and other accepted design techniques. Use CASE tools to modify, customize, and enhance products to meet clients' needs. Demonstrated ability to work independently under minimal supervision.

**Minimum Education:** BA/BS in Computer Science, Information Systems, or related field and/or equivalent experience.

78.1

76

**Associate Engineer**

**Minimum General Experience:** Experience (typically 0- 1 years) providing design, development and testing of large integrated RDBMS-based business system software, or functional experience performing business systems analysis working with Oracle applications products. Knowledge of computer software and ability to perform analysis of software to satisfy design objectives.

**Functional Responsibility:** Experience with applications based on Oracle products. Experience may include that with PL/SQL, UNIX, and Windows NT development environment and in database design and entity relationship modeling Test, debug, and refine application software to produce required product. Prepare required documentation including program and user-level information. Experience in application requirements and program specifications. Ability to work with large cross-functional teams.

**Minimum Education:** BA/BS in Computer Science, Information Systems, Engineering, or related field and/or equivalent experience.

**Administrative Assistant**

**Minimum General Experience:** Administrative support experience (typically 1+ years'). Excellent phone and communication skills. Proficiency with Microsoft Office Applications. Must be well organized and detail oriented. Ability to work independently and as part of the team.

**Functional Responsibility:** Provide general administrative support to technical or management level personnel. Provide documentation planning and support Perform filing, routine office chores, photocopying, mail distribution, etc. Handle routine office tasks including project administration, general office support (update phone lists, organizational charts, etc.), and event and human resources planning.

**Minimum Education:** HS diploma or equivalent.

**16. PREMIUM SERVICES PACKAGES**

In addition to the hourly rates provided above, Oracle also offers the following Premium Services Packages which afford the Government the flexibility to procure exactly the services they need to ensure the successful implementation and utilization of the Oracle technology. Oracle will deliver all services for the following fees plus other necessary and reasonable travel and expenses.

<u>Package Level</u>	<u>Workdays</u>	<u>Price</u>
Premium Services Package I	10	\$15,150
Premium Services Package II	20	\$30,300
Premium Services Package III	50	\$70,700
<b>Premium Services Package IV</b>	75	<b>\$106,050</b>
Premium Services Package V	100	\$141,400

Prices may only be prorated for invoicing purposes, which will be invoiced on a monthly basis based on actual workdays worked. Services must be used within one year from the date they are ordered. Unused services shall be forfeited; however, the obligation to pay for such unused services shall remain.

The days delivered hereunder will be provided contiguously on a weekly basis, i.e., beginning on Monday and ending on the Friday commensurate with the total number of days ordered. For example, a 10-day package would normally have a 2-week period of performance. The period of performance may be extended to consider special circumstances, such as the occurrence of a holiday week, at Oracle's discretion. The number of days ordered will be a "Not To Exceed" amount.

78.1

77

17. **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ON-SITE PROFESSIONAL SERVICES**

Notwithstanding the terms and conditions described elsewhere in this contract, all on-site professional services offered by Oracle fall under the following additional terms and conditions:

- a. A professional services or training day is **8** hours. Actual hours worked will be translated into days on an **8/day** basis. For example, **12** hours is charged as 1.5 days. Actual hours worked above the standard eight are chargeable at standard hourly on-site professional services rates.
- b. Professional services provided at Oracle's offices is chargeable against ordered on-site days.
- c. Reasonable and necessary travel and living expenses in accordance with the Federal Travel Regulations will be charged for Oracle representatives traveling to locations **outside their home office**.
- d. The Government will be charged for **other** necessary, reasonable, and allowable direct costs incurred in providing support when approved in advance by the Government.
- e. **All** work to be performed hereunder shall only be performed by U.S. - based Oracle employees,
- f. The Government acknowledges that its timely provision of and access to **office** accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of any services as set forth in **this** contract and that Oracle shall not be liable for any deficiency in performing services if such deficiency results **from** the Government's failure to provide full Cooperation.

18. **ON-SITE TECHNICAL SUPPORT ANALYST-HOURLY RATES**

An On-Site Technical Support Analyst is available to customers with a demanding and complex Oracle technology support environment. The Analyst supports **the** customer in creating a complete and comprehensive Oracle technology support plan that may include plans for specific support requirements, software release, and backup/recovery/disaster. The process used to select an On-Site Technical Support Analyst is the evaluation of a "best fit" individual occurring over a **30-60** day period by the customer's personnel in conjunction with **the** Oracle Technical Support organization. Oracle will deliver On-Site Technical Support Analyst services for the following fees, plus other necessary and reasonable expenses including travel and living expenses in accordance with the Federal Travel Regulations, as stated further below.

On-Site Technical Support Analyst services may be acquired at three levels to be **used** during a one-year period from order:

<u>Number of Days</u>	<u>Price</u>
67 days	\$96,430
100 days	\$136,350
200 days	\$242,400

Prices may be prorated for **invoicing** purposes only, **which will be** invoiced on a monthly basis based on the actual workdays worked. On-Site Technical Support Analyst services must be used within a one (1) year **period from** the date they are ordered. Unused services shall be forfeited; however, the obligation to pay for such unused services shall remain.

The days delivered by the On-Site Technical Support Analyst will be provided contiguously on a weekly basis, i.e., beginning on a Monday and ending on a Friday.

78.1

78

SECTION VI  
APPENDICES

APPENDIX I  
FEDERAL SUPPLY SCHEDULES -- BLANKET PURCHASE AGREEMENT

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program have been permitted for a long time. Check Federal Acquisition Regulation (FAR) 13.203-1 (f): "BPAs may also be established with Federal Supply Schedule contracts . . ."

For **BPAs**, agencies are empowered and encouraged to seek further price reductions.

Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with FAR 9.6 Teaming Arrangements may be incorporated into your BPA.

SIMPLIFIED ACQUISITION PROCEDURES -- BLANKET PURCHASE AGREEMENTS

FAR 13.2 provides the following procedures for establishing a BPA under the Simplified Acquisition Procedures:

The **Contracting** Officer may use a BPA when there is:

- A need for a wide variety of items, but the exact items, quantities and delivery requirements are not known in advance.
- A need for commercial sources of supply for one or more offices that do not have purchase authority exist.
- To reduce the administrative burden of writing numerous purchase orders.
- Contracting Officers must contact Vendors to negotiate the terms and conditions of the BPA.

)  
78.1

79

**SUGGESTED FORMAT**

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE  
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract (s) \_\_\_\_\_

Federal Supply Schedule contract **BPAs** eliminate contracting and open market **costs** such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in **accordance** with Federal Acquisition Regulation (FAR) Part 9.6.

This **BPA** will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

_____		_____	
Agency	Date	Contractor	Date

78-1

80

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)

**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply contract number (s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH Ordering Agency: - -

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER/DISCOUNT/PRICE

\*SPECIAL BPA

\_\_\_\_\_

\_\_\_\_\_

(2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

\_\_\_\_\_

\_\_\_\_\_

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office (s) is hereby authorized to place orders under this BPA:

Office and Point of Contact \_\_\_\_\_

(7) Orders will be, placed against this BPA via Electronic Data Interchange (EDI), FAX or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of contractor

(b) Contract number

(c) **BPA number**

(d) Model number or National Stock Number (NSN)

(e) Purchase order number

(f) Date of purchase

(g) Quality, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show information)

(h) Date of shipment

(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The **terms** and conditions **included** in **this** BPA apply to all **purchases** made pursuant to it. In the event of an inconsistency between **the** provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**\*IMPORTANT – A new feature to the Federal Supply Schedules Program permits contractors to offer price reductions in accordance with commercial practices. Teaming Arrangements are permitted with Federal Supply contractors in accordance with FAR Part 9.6.**

78.1



81

APPENDIX II  
INTRANET/INTERNET DATABASE LICENSING  
(CONCURRENT DEVICES)

**Intranet/Internet Access to Oracle Database Programs**

Web-based applications require a web server product and a database product. The web server product is considered "multiplexing" software; its purpose is to administer multiple, simultaneous requests to access the underlying database. Regardless of whether the web server product is an Oracle product or another vendor's product, whenever the underlying database is Oracle, the web application user must be licensed for use of the Oracle Database Program(s). Determining the quantity of users of the database in a web application scenario is very difficult due to the function of the multiplexing web server product. Recognizing this difficulty,, Oracle licenses web application database use differently for web access via the user's Intranet versus the Internet.

**Intranet Use** Intranet use of an Oracle Database Program supports only the countable, Customer **authorized** and licensed users and specifically excludes general public (Internet) users. If the Customer **elects** to implement web-based applications accessing Oracle Database Programs for Intranet use, the Customer shall ensure that such access is limited to the total number of Concurrent Devices for which the Customer is licensed. To accurately count Concurrent Devices accessing Oracle Database Programs through a web server, concurrency must be counted at the front-end of the web server (multiplexing) device, instead **of the** back-end (queued) access. Essentially, concurrency is measured as if the web server product was not part of the configuration.

**Internet Use** Internet use of Oracle Database Programs addresses the uncountable, general public access. If **Customer** elects to provide Internet access to Customer web-based applications accessing Oracle Database Programs, a Web Specific license for the Oracle Database Program shall be granted for the Server on which the Web Specific Oracle Database Program is to be installed. Customer is required to license the Web Specific Oracle Database Program for the total number of the central processing units ("**CPUs**") available on that Server. Upon licensing in this manner, **an** unlimited number of Internet users may access the Web Specific Oracle Database Program **as** described herein.

No Internet users of the Web Specific Oracle Database Program shall be granted access, directly or indirectly, to any Full Use Oracle Database Program licensed on the Server or the Network; they shall only be granted access for viewing, querying, and/or adding data. In no event shall the Web Specific Oracle **Database** Program be used for general data processing purposes. Customer may import/export data between **any Full** Use and/or Deployment Oracle Database Program on the Server or the Network and the **Web-Specific** Oracle Database Program accessed through the Internet. The importing/exporting of data shall not **be the** direct result of Internet users updating, viewing or querying data on the Web Specific Oracle **Database** Program.

78.1

82

### APPENDIX III ORACLE NETWORK LICENSE

Oracle offers standard Licenses for regular Program orders under this GSA Schedule. Each standard License allows a specified maximum number of users to access the licensed Programs on a single, specified Designated System. In cases where a user needs to access Programs on multiple Designated Systems, under standard licensing the user must be licensed for each Designated System. In complex, end-user computing environments where users need to access Programs on multiple Designated Systems, it is often advantageous for users to be licensed for the entire Network of Designated Systems instead of being licensed for each Designated System. Oracle offers this capability under an Oracle Network License. Pricing, terms, and logistics of an Oracle Network License are described below:

#### A. Pricing

In lieu of charging for each user accessing the Oracle Programs on each Designated System, Oracle charges a Network fee of 25% on all database Programs (including database options/cartridges) **above the** price for access to a single Designated System, for each user. Thus, under a Network License, a **user** who accesses five Designated Systems pays 125% of the price (license and support) for a standard licensing arrangement instead of **500%** under standard licensing. All other elements of pricing remain exactly as presented in this GSA Schedule.

#### B. Terms

Additional terms are provided to Network License users to grant the flexibility and network access rights required. These are provided in a Network License Addendum, which serves to supplement and modify the standard licensing terms **set** forth in this Contract in order to provide these rights. Only those users and Programs licensed under the Network License Addendum qualify for Network License terms.

#### C. Logistics

When a Customer determines they need the flexibility of an Oracle Network License, they need to work with their Oracle representative to establish the Programs, quantities, support plan, and other items required. Pricing, **including** credit for standard licenses previously acquired which are to be incorporated into the Network License, if applicable, will be **determined**. The resulting Network License will be established in a Network License Addendum executed by both parties, the Customer and Oracle, and appended to or incorporated in by **specific** reference, a contract delivery order. A generic copy of an Oracle Network **License** Addendum is **provided in** the following pages. This sample Addendum includes the special provisions and **procedures applicable** to the acquisition of a Network **License**; however, placing and negotiating a **Network** License is the **responsibility of the ordering agency**. **The terms provided** herein are for information and reference only.

78.1

83

**NETWORK LICENSE ADDENDUM**  
between  
**CUSTOMER**  
and  
**ORACLE CORPORATION**

This Network- License Addendum, including Attachments A, **B**, and C, incorporated herein by reference ("Addendum"), between \_\_\_\_\_ ("Customer") and Oracle Corporation ("Oracle") is placed pursuant to Oracle's GSA Schedule Contract Number **GS-35F-0108J** ("Schedule") and the terms set forth below. This Addendum applies to the acquisition of Program licenses and services in support of the Customer only. In the event of any inconsistencies between the Addendum and the Schedule, this Addendum shall take precedence.

1. Network License.

1.1 Network License. Oracle grants Customer a non-exclusive Network license as set forth in **Attachment A** and on the relevant Order Form(s) and in accordance with this Addendum and the Schedule. **All the Programs in Attachment A are licensed on the Network for a maximum number of Concurrent Devices [insert other applicable license type for the transaction, e.g. per Computer, per Processor, etc.] specific to the Program and not for use on a specific Designated System.**

1.2 Intranet/Internet Access to Oracle Database Programs. Intranet and Internet access to Oracle Database Programs are governed by Appendix II of the Schedule.

1.3 Operating Systems. Customer has identified (X) computer hardware manufacturer/operating system combinations for the Network, as shown in Attachment B. For a period of (X) years from the Effective Date of the Addendum. Customer may identify up to (X) additional hardware platform/operating systems to be added to the Network License for no charge. Availability of Programs on added hardware platform/operating systems is limited to those Programs available in commercial production status as of the time of the addition.

1.4 Modifying the Network License. For a period of one year, beginning on the Effective Date of this Addendum and provided that Customer has continuously maintained Technical Support for all Programs licensed under this Addendum and the relevant Order Form(s), Customer may modify the Network license as follows:

A. Upon Customer's issuance of a proper Order Form, add to the Network License additional computer hardware manufacturer/operating system combinations to the Network (above the X granted above **in Section 1.3**) for a **fee of ten percent (10%)** of net license **fees** accrued to date under this Addendum, **per** hardware manufacturer/operating system combination added. Availability of Programs on added **hardware** manufacturer/operating system combinations is limited to those Programs available in commercial production status as of the time of the addition.

B. Upon Customer's issuance of a proper Order Form, add to the Network License additional **[apply license type as applicable to the deal, e.g., Concurrent Devices]** for the Programs set forth in Attachment A. The fees for such additions shall be **at** Contract pricing for **NLs** as shown in the **Contract at the time the order is placed,**

C. Upon Customer's issuance of a proper Order Form, add to the Network License additional Programs for use in **the** Network. Such Program additions are subject to the Programs being **available in commercial production** status on the Network hardware manufacturer/operating systems, **as** of the time of the addition.

78.1

84

D. Fees for Technical Support of the Network License shall be adjusted for all additions to the Network License under Sections I.4.B and I.4.C above. Such adjustments shall be at NL Contract pricing for **Technical** Support as shown in Contract at the time the order is placed.

2. Delivery, Cowing and Installation.

2.1 Within thirty (30) days of the receipt of a proper Order Form, Oracle shall deliver to the ship-to location specified in Attachment B, Shipment Summary. \_\_\_\_\_ (X) copy(ies) of the software media and Documentation ("Master Copy") for each of the Programs in the Network which are currently available in production status. For any Updates provided to Customer under Technical Support, Oracle shall deliver to the ship-to location specified in Attachment B, Shipment Summary, (X) set(s) of Updates to the Master Copy. All Documentation shall be shipped either perfect-bound or CD-ROM, depending on Oracle's standard practice and availability. In the event that Customer modifies the Network License as set forth in Sections 1.3, 1.4A or 1.4.C above, Oracle shall deliver to the location specified on the relevant Order Form(s) one (1) Master Copy for the Program(s) which are currently available in production release as of the effective date of the **relevant** Order Form(s) for use on the computer hardware/operating system combination(s) in the Network unless Customer is already in receipt of the software media and Documentation

2.2 Provided the Customer is under Technical Support, Customer is granted the right to copy the software media for the Programs specified in Attachment B, Shipment Summary, and to install such Programs to the extent necessary to license the Network as set forth in Attachment A and in accordance with the terms set forth herein. Customer shall be responsible for copying and installing the Updates on the Network for which the Programs are licensed. Customer is granted a limited right to copy the Documentation at no additional charge, provided all copies retain any applicable restrictive markings of the original copy and the use of such Documentation is limited to use by Customer.

2.3 Oracle is not responsible for distribution and installation.

3. Technical Support.

3.1 The Silver Technical Support service plan is set forth in Attachment C. Technical Support service may not be acquired for a subset of **[Insert Applicable License Type]** for the Programs on the Network license. Although, Technical Support service is not mandatory, the option for Technical Support service is universal; either all of **[Insert Applicable License Type]** for the Programs are supported or none of them are supported.

3.2 Provided Customer continuously maintains Technical Support for all Programs acquired under this Addendum and any relevant Order Forms, in the event that Oracle discontinues a particular Program from production status, Oracle will continue to support such Program under Technical Support for a **12-month** period commencing on the date said discontinuance was announced by Oracle.

4. Program Availability.

4.1 Only those Program/computer hardware/operating system combinations set forth in Attachment B are available in production status as of the Effective Date **of this** Addendum.

4.2 Customer agrees that **it has not** relied on the **future availability** of **any Program** or Program/computer **hardware/operating** system combination in executing this Addendum and in issuing any Order Form in accordance with **this** Addendum. Furthermore, the future availability of any Program or Program/computer hardware/operating system combination shall not affect the Customer's payment obligations under this Addendum and any associated Order Form. Oracle is under no obligation to make available any Program or Program/computer **hardware/operating** system combination under this Addendum except as otherwise described in Section 4.1 above.

78.1

85

5. **LIMITATION OF LIABILITY.**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS ADDENDUM, AND IF SUCH DAMAGES RESULT FROM CUSTOMER'S USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A FNEYEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF PERFORMANCE OF THE APPLICABLE SERVICES.**

The provisions of this Addendum allocate the risks between Oracle and Customer. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

6. **Program Acceptance and Payment.**

6.1 For each Supported Program License for which delivery is required under this Addendum, Customer shall have a thirty (30) day acceptance period ("Acceptance Period"), beginning on the Delivery Date, in which to evaluate the Programs. During the Acceptance Period, Customer may cancel the license by giving written notice to Oracle and return the Programs in accordance with Section III, Clause 10, Disposition Of Software, of the Schedule. Unless such cancellation notice is given, the license will be deemed to have been accepted by Customer at the end of the Acceptance Period.

6.2 For orders that require no delivery, the license will be deemed to be accepted at time of order.

6.3 Once accepted, the Program licenses and the payment obligation on any relevant Order Form are both deemed non-cancelable. Except as otherwise set forth in the Schedule, all fees, once paid, are nonrefundable.

7. **Confidentiality.**

Customer and Oracle agree that the pricing and terms of this Addendum shall not be disclosed without the prior written consent of the other party.

8. **Professional Services.**

In the event professional services are acquired from Oracle by Customer at any time, said professional services are offered separately from the Program licenses acquired under this Addendum. Customer understands that it has acquired Program licenses under this Addendum separate from any Oracle professional services.

9. **List of Attachments.**

The following attachments are incorporated as part of this ~~Addendum~~:

**Attachment A  
Attachment B  
Attachment C**

**Network License Pricing  
Shipment Summary  
Silver Technical Support Service**

78.1

86

10. General.

10.1 The license grant by Oracle and the associated contractual obligations of the parties as set forth in this Addendum shall only commence after Customer issues a proper Order Form to Oracle in the amount of \$ in license and Technical Support fees.

10.2 The Effective Date of this Addendum is \_\_\_\_\_

Customer

Oracle Corporation

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

78.1

87

**ATTACHMENT A  
NETWORK LICENSE PRICING**

A. Customer Network License as of the Effective Date of the Addendum:

Products	Qty	Unit Type	License Type	Total Price
<b>License 'Subtotal:</b>				\$ xxxxx
<b>Technical Support:</b>				
Silver Technical Support	1 lot	Year		\$ xxxxx
<b>Total Network License with One Year Silver Technical Support</b>				\$ xxxxxx

B. Out Year Technical Support fees for the Network License as of the Effective Date of the Addendum:

Out Year Support for Network License				
Products				Total Price
<b>Year 2 Support</b>				\$ xxxxx
<b>Year 3 Support</b>				\$ xxxxx
<i>(Add as many Years as Agreed Upon)</i>				

78.1

88

**ATTACHMENT B  
SHIPMENT SUMMARY**

**A. Shipment Summary:**

Hardware Platform / Operating System Combinations	Media	Prnerams

**B. "SHIP TO" Addresses and Copies to be Shipped:**

To be specified on the Order Form.

7811



89

**ATTACHMENT C  
SILVER LEVEL TECHNICAL SUPPORT SERVICE**

Oracle's Silver Level Technical Support has two primary components that include the Silver Level telephone technical assistance and Updates. Each component is discussed in additional detail below.

- A. Silver Level telephone technical assistance includes the following:
- (i) Toll-Free (800/888) telephone technical support for \_\_\_\_\_ (X) point of contact ("POC") authorized by Customer to contact Oracle's Support Hotline, twenty four (24) hours a day, seven (7) days a week. The POC may designate two (2) back-ups.
  - (ii) The POC may request faxed copies of management reports.
  - (iii) The POC receives proactive alerts advising known problems and problem resolution
  - (iv) The POC is granted access to Oracle's On-Line Support system and Bug Database system
  - (v) Quarterly newsletters and bulletins delivered to each POC
  - (vi) The POC is required to be the first point of contact for all questions regarding the Programs. Prior to the POC contacting Oracle for technical assistance, POC shall consolidate and document all technical assistance requests and answer all of those software use questions he/she can. For only those questions that Customer's technical staff and/or POC are unable to answer, the POC may contact Oracle's Support Hotline as noted above.
- B. Updates shall be provided by Oracle with one (1) set of Updates to each of the Master Copies under Technical Support.
- C. Terms and Conditions Specific to Technical Support:
- (i) Updates may include corrections to errors reported in the current commercial release of the Programs as such corrections become generally available to Supported Program Licenses. However, nothing in this Addendum or the Schedule shall obligate Oracle to update the Program or to correct all Program errors.
  - (ii) Oracle supports only the current release of the Program and is under no obligation to support Programs when it is no longer commercially available. However, Oracle agrees to provide to Customer support on the old release (i.e., the previous commercial release) on an "as-available" basis as is generally provided by Oracle to all supported commercial customers at no additional charge.
  - (iii) Customer acknowledges that the Programs are for use on the software manufacturer's unmodified version of the operating system and as certified by Oracle. In the event that the software manufacturer's operating system is modified, or in any way changed, Oracle shall not be responsible for any problems relating to the incompatibility between Customer's hardware platform/operating system combination and Oracle's applicable referenced hardware platform/operating system combination.

78.1

**SECTION VII  
PRICE LIST**

**PRICE TABLES & STEPS TO DETERMINE PRICES FOR GSA IT SCHEDULE ITEMS**  
(Note: Please contact Oracle at 1-800-633-0584, ext. 48730 for pricing and ordering assistance.)

Oracle's pricing for Software licenses, Technical Support, Training/Education, and Professional Services is presented in twelve separate tables with individual prices determined using three steps:

**STEP 1 - DETERMINE APPROPRIATE PRICE TABLE (I-12) FOR CONTRACT ITEMS**

- |  |  |
|--|--|
| Table 1 - Server and Integration Products  | Table 7 - Professional Services                  |
| Table 2 - Development/Client/End User Tools, Product Suites and Application Server/Options | Table 8 - Rdb Server/Integration                 |
| Table 3 - Network Licenses   | Table 9 - Rdb Development Tools                  |
| Table 4 - Technical Support (all products)   | Table 10 - Rdb-Network License                   |
| Table 5 - Technical Support-Network License  | Table 11 - Rdb Technical Support (all products)  |
| Table 6 - Oracle Education (Training)  | Table 12 - Rdb Technical Support-Network License |

**STEP 2 - DETERMINE APPROPRIATE PRICING TIER APPLICABLE TO CONTRACT ITEMS**

**a. Pricing Tiers for Software Licenses and Technical Support**

For most Oracle software products, three separate price Tiers (I, II, III for licenses or A, B, C for Technical Support) may apply, based on the total net dollar value of the license portion only or support portion only of the delivery order, as applicable (see Tier dollar ranges below). A fourth price tier, Tier IV, includes single license prices for other Oracle software products.

<u>Oracle Software Licenses</u>	<u>Oracle Technical Support</u>
Tier I -- \$ 0 to \$75,000	Tier A -- \$ 0 to \$20,000
Tier II -- \$75,001 to \$200,000	Tier B -- \$20,001 to \$39,000
Tier III -- over \$200,001	Tier C -- over \$39,001
Tier IV -- prices as shown	

**b. Pricing Tiers for Education/Training and Professional Services**

Prices for Oracle Education Units are dependent upon the quantity ordered; please see Table 6 for the price/unit that is applicable. Oracle's Professional Services also uses two-tier pricing (see Table 7), with professional services orders less than or equal to \$156,000 (not including travel & living expenses or other direct costs) using the first rate column and orders \$156,001 and greater using the second rate column.

**STEP 3 - DETERMINE THE APPROPRIATE PRICE(S) FOR THE CONTRACT ITEM(S)**

Prices are separately computed for Software Licenses, Technical Support, Training, and Professional Services (i.e., each Special Item No. (SIN)). Delivery Order dollar values applicable to each SIN may not be applied to or combined with dollar values accruing to other SINs. Pricing tiers only have relevance or application within their respective SINs. Within SIN 132-33. Perpetual Software Licenses, net dollar totals applicable to Tier IV products should be added to the cumulative value of other software licenses included on a delivery order before determining whether Tier I, II, or III prices apply to the non-Tier 4 products.

**FOR ADDITIONAL PRICING AND ORDERING ASSISTANCE:**

Ordering activities are encouraged to contact Oracle at 1-800-633-0584, extension 48730.

78.1

91

USA COMMITMENT TO PROMOTE  
**SMALL BUSINESS PARTICIPATION**  
**PROCUREMENT PROGRAMS**

PREAMBLE

Oracle provides commercial products and services to the Federal Government. When subcontracting opportunities arise hereunder or become required **by** ordering activities, we are committed to promoting participation of small, small disadvantaged, and women-owned small businesses. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protége programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop **small**, small disadvantaged, and women-owned small **businesses** by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged, and women-owned small **businesses to** supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with **small**, small disadvantaged, and women-owned small **businesses to promote** and increase their participation in Federal Government contracts.

*[Handwritten scribble]*

78.1

92

**ORACLE SOFTWARE LICENSES**

**Table 2**

Oracle Program Name	Price Notes	Oracle License Basis	Software License Price:	
			TIER IV	
<b>Universal Data Servers</b>				
Oracle8 Personal Edition	1	Named User	259	
Oracle8		Concurrent Devic	194	
Oracle8 ConText Option		Concurrent Devic	194	
Oracle.Lite		Named User	194	
Personal Express		Named User	456	
Express Server		Concurrent Devic	2,623	
Oracle Lite Mobile Option		Named User	62	
<b>Application Servers</b>				
Application Server	2	Concurrent Devic	62	
Application Server Enterprise Edition	2	Concurrent Devic	128	
Proxy Server		Computer	653	
Internet Commerce Server		Processor	13,130	
Payment Server		Processor	6,562	
<b>Application Cartridges</b>				
Internet Messaging Cartridge	3	Named User	23	
InterOffice Document Cartridge		Concurrent Devic	259	
Workflow Cartridge	4	Concurrent Devic	194	
Internet Commerce Cartridge		Processor	3,283	
Oracle Developer Server	2	Concurrent Devic	128	
<b>Development Tools</b>				
Oracle Designer	5	Developer	3,936	
Oracle Developer		Developer	3,936	
Oracle Reports		Developer	1,638	
Oracle Programmer		6	Developer	653
SQL*Plus		6	Developer	325
Procedure Builder		Developer	325	
Express Objects		Developer	2,623	
Mobile Agents Developer's Kit		Developer	325	
Book	6	Developer	325	
Application Object Library	6	Developer	1,310	
CASE*Exchange		Computer	13,130	
<b>Client/End User Tools</b>				
Oracle Discoverer User Edition		Named User	653	
Oracle Discoverer Administrator Edition		Named User	1,310	
Express Analyzer		Named User	391	
Mobile Agents		Named User	128	
<b>Product Suites</b>				
J-Developer Suite	7	Developer	1,966	
Enterprise Developer Suite		Developer	6,562	
Oracle Data Mart Suite		Suite	24,356	
Oracle Data Mart Suite, Sales & Marketing		Suite	62,696	

**Oracle Price Notes:**

1. There is a minimum license level for Oracle8 of five (5) concurrent devices per server.
2. Application Server, Application Server Enterprise Edition, and Oracle Developer Server have a minimum required license level of eight (8) Concurrent Devices for each Processor.
3. Oracle InterOffice Messaging Cartridge has a minimum required license level of five (5) mailboxes.
4. Oracle Workflow Cartridge license level must match the Oracle8 Enterprise Edition and may not be licensed w/ Oracle8.
5. Oracle Developer and Oracle Reports include free unlimited deployment licenses for two-tier (client/server) and host-based applications on the licensed operating system only. Customers that execute application software (Forms, Reports, Graphics) on the application server are required to purchase Oracle Developer Server licenses for the licensed operating system only.
6. Oracle Programmer, SQL\*Plus, Oracle Book and Oracle Application Object Library include free unlimited deployment licenses on the licensed operating system(s) only.
7. Each Data Mart Suite is limited to a computer with a maximum of four (4) processors. Customers may add specific licenses to the Oracle Data Mart Suites by purchasing individual components from the price list.

78.1

93

**ORACLE SOFTWARE LICENSES**

**Table 1**

Oracle Program Name	Price Notes	Oracle License Basis	Software License Prices		
			TIER I \$0 to \$75,000	TIER II \$75,001-\$200,000	TIER III \$200,001 & over
<b>Universal Data Servers</b>					
Oracle8 Enterprise Edition	1	Concurrent Device	1,132	1,102	1,027
Trusted Oracle Server-Enterprise Edition	1	Concurrent Device	1,360	1,323	1,233
<b>Oracle8 Enterprise Edition Options:</b>					
Advanced Networking Option	2	Concurrent Device	223	218	203
Diagnostic Pack	2	Concurrent Device	72	70	65
Tuning Pack	2	Concurrent Device	72	70	65
Change Management Pack	2	Concurrent Device	72	70	65
Objects Option	2	Concurrent Device	451	439	409
Parallel Server Option	2	Concurrent Device	451	439	409
Partitioning Option	2	Concurrent Device	451	439	409
Video Server	1	Concurrent Device	223	218	203
<b>Oracle8 Enterprise Edition Data Cartridges:</b>					
ConText Cartridge		Concurrent Device	223	218	203
Image Cartridge	2	Concurrent Device	223	218	203
Spatial Cartridge		Concurrent Device	678	660	615
Time Series Cartridge	2	Concurrent Device	299	291	271
Visual Image Retrieval Cartridge		Concurrent Device	678	660	615
<b>Integration Products</b>					
Replication Services		Computer	18,938	18,433	17,170
<b>Non-Mainframe Gateways:</b>					
Transparent Gateway for MS SQL Server		Computer	11,363	11,060	10,302
Transparent Gateway for Sybase		Computer	11,363	11,060	10,302
Transparent Gateway for Rdb		Computer	11,363	11,060	10,302
Transparent Gateway for Ingres		Computer	11,363	11,060	10,302
Transparent Gateway for Informix		Computer	11,363	11,060	10,302
Transparent Gateway for Teradata		Computer	11,363	11,060	10,302
Transparent Gateway for RMS		Computer	11,363	11,060	10,302
Transparent Gateway for DB2/400		Computer	11,363	11,060	10,302
Transparent Gateway for Image/SQL		Computer	11,363	11,060	10,302
Transparent Gateway for ODBC		Computer	11,363	11,060	10,302
Access Manager for AS/400		Computer	11,363	11,060	10,302
Procedural Gateway for MQ Series		Computer	11,363	11,060	10,302
<b>Mainframe Gateways:</b>					
Procedural Gateway for APPC		Computer	71,963	70,044	65,246
Transparent Gateway for DB2 and SESAM		Computer	71,963	70,044	65,246
AVS Client Bundle		Computer	71,963	70,044	65,246
Each Additional Access Mgr for		Computer	10,938	10,433	9,170
Transparent Gateway for IBM DRDA		Computer	34,088	33,179	30,908
Transparent Gateway to EDA/SQL		Computer	90,900	88,476	82,416
Each Additional EDA/SQL Driver		Computer	45,450	44,238	41,208
Office Gateways (X.400, MHS, PROFS)		Computer	3,784	3,883	3,431

**Oracle Price Notes:**

- There is minimum required license level for Oracle8 Enterprise Edition, Trusted Oracle Enterprise Edition, and Video Server of eight (8) concurrent devices per Processor.
- Data Server Options or Data Cartridges that must match the license level of the associated database.

78/1

**ORACLE SOFTWARE -- NETWORK LICENSES**

**Table 3**

**NOTE: Prices are valid for a new Network License of 200 or more concurrent devices or 100 or more concurrent devices for an additional Network License increment.**

Oracle Network License Program Name	Price Notes	Oracle License Basis	Network License Prices
			TIER III 5200,001 & over
<b>Universal Data Servers</b>			
Oracle8 Enterprise Edition	1	Concurrent Device	1,284
Trusted Oracle Server Enterprise Edition		Concurrent Device	1,542
<b>Oracle8 Enterprise Edition Options:</b>			
Advanced Networking Option	2	Concurrent Device	254
Diagnostic Pack		Concurrent Device	82
Tuning Pack		Concurrent Device	82
Change Management Pack		Concurrent Device	62
Objects Option		Concurrent Device	512
Parallel Server Option		Concurrent Device	512
Partitioning Option		Concurrent Device	512
<b>Oracle8 Enterprise Edition Options:</b>			
ConText Cartridge		Concurrent Device	254
Image Cartridge	2	Concurrent Device	2 5 4
Spatial Cartridge		Concurrent Device	769
Time Series Cartridge	2	Concurrent Device	340
Visual Image Retrieval Cartridge		Concurrent Device	769
Video Server		Concurrent Device	254
Oracle8	1	Concurrent Device	254
Oracle8 ConText Option	3	Concurrent Device	254
Express Server		Concurrent Device	3,431
<b>Application Servers</b>			
Application Server		Concurrent Device	82
Application Server Enterprise Edition		Concurrent Device	168
<b>Application Cartridges</b>			
Oracle Internet Messaging		Named User	30
Oracle Document Cartridge		Concurrent Device	426
Workflow Cartridge	4	Concurrent Device	254
Oracle Developer Server		Concurrent Device	168

**Oracle NL Price Notes:**

1. Network License have a minimum of 200 concurrent devices for a new network and 100 concurrent devices for additional increments that includes one primary and one backup point of contact.
2. The total number of licenses for these Data Server options and Cartridges does not necessarily have to match the total number of Oracle8 Enterprise Edition licenses in the network. However, the license level for these Options and Cartridges must match the license level for Oracle8 Enterprise Edition on any single computer.
3. The license level for this Cartridge must match the license level for Oracle8.
4. The total number of concurrent devices for Workflow Cartridge does not have to match the total number of database licenses in the network. However, the license level for Workflow Cartridge must match the license level of the associated database on any single computer.

78.1

95

ORACLE TECHNICAL SUPPORT

Table 4

Oracle Program Name	Price Notes	Oracle License Basis	Bronze Level			Silver Level		
			TIER A	TIER B	TIER C	TIER A	TIER B	TIER C
			\$0-20,000	\$20,001-\$39,000	\$39,001 & over	\$0-20,000	\$20,001-\$39,000	\$39,001 & over
<b>Universal Data Servers</b>								
Oracle8 Enterprise Edition	1	Concurrent Device	242	236	227	291	284	273
Trusted Oracle Server-Enterprise Edition	1	Concurrent Device	291	284	273	349	340	327
<b>Oracle8 Enterprise Edition Options:</b>								
Advanced Networking Option	2	Concurrent Device	40	39	38	48	47	45
Diagnostic Pack	2	Concurrent Device	16	16	15	19	19	18
Tuning Pack	2	Concurrent Device	16	16	15	19	19	18
Change Management Pack	2	Concurrent Device	16	16	15	19	19	18
Objects Option	2	Concurrent Device	89	87	a3	107	104	100
Parallel Server Option	2	Concurrent Device	89	a7	a3	107	104	100
Partitioning Option	2	Concurrent Device	89	a7	a3	107	104	100
<b>Oracle8 Enterprise Edition Data Cartridges:</b>								
ConText Cartridge		Concurrent Device	48	47	45	58	57	55
Image Cartridge	2	Concurrent Device	48	47	45	58	57	55
Spatial Cartridge		Concurrent Device	133	130	125	160	156	150
Time Series Cartridge	2	Concurrent Device	65	63	61	78	76	73
Visual image Retrieval Cartridge		Concurrent Device	133	130	125	160	156	150
Oracle Lite Mobile Option		Named User	24	24	23	29	28	27
Video Server	1	Concurrent Device	48	47	45	58	57	55
Oracle8 Personal Edition		Named User	129	126	121	155	151	145
Oracle8		Concurrent Device	97	95	91	116	113	109
Oracle8 ConText Data Cartridge		Concurrent Device	48	47	45	58	57	55
Oracle Lite		Named User	81	79	76	97	95	91
Personal Express		Named User	158	154	148	189	184	177
Express Server		Concurrent Device	582	567	545	698	681	654
<b>Integration Products</b>								
Replication Services		Computer	3,232	3,151	3,030	3,878	3,781	3,636
<b>Non-Mainframe Gateways:</b>								
Transparent Gateway for MS SQL Server		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Sybase		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Rdb		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Ingres		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Informix		Computer	2,566	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Teradata		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for RMS		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for DB2/400		Computer	2,538	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for Image/SQL		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Transparent Gateway for ODBC		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Access Manager for AS/400		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Procedural Gateway for MQ Series		Computer	2,586	2,521	2,424	3,103	3,025	2,909
<b>Mainframe Gateways:</b>								
Procedural Gateway for APPC		Computer	11,635	11,344	10,908	13,962	13,613	13,090
Transparent Gtwy for DB2 and SESAM		Computer	11,635	11,344	10,908	13,962	13,613	13,090
IVS Client Bundle		Computer	11,635	11,344	10,908	13,962	13,613	13,090
Each Additional Access Mgr for MVS client Bundles		Computer	3,232	3,151	3,030	3,878	3,781	3,636
Transparent Gateway for IBM DROA		Computer	5,818	5,672	5,454	6,981	6,607	6,545
Transparent Gateway to EDA/SQL		Computer	15,514	15,126	14,544	18,616	18,151	17,453
Each Additional EDA/SQL Driver		Computer	7,757	7,563	7,272	9,308	9,075	8,726
Office Gateways (X.400, MHS, PROFS)		Computer	646	630	606	776	756	727
<b>Application Servers</b>								
Application Server	3	Concurrent Device	16	16	15	19	19	18
Application Server Enterprise Edition	3	Concurrent Device	32	32	30	39	38	36
Proxy Server		Computer	259	252	242	310	303	291
Internet Commerce Server		Processor	3,636	3,545	3,409	4,363	4,254	4,091
Payment Server		Processor	1,816	1,773	1,704	2,182	2,127	2,045

78.1

96

**ORACLE TECHNICAL SUPPORT**

**Table 4**

Oracle Program Name	Price Note	Oracle License Basis	Bronze Level			Silver Level		
			TIER A \$0-20,000	TIER B \$20,001- \$39,000	TIER C \$39,001 & over	TIER A \$0-20,000	TIER B \$20,001- \$39,000	TIER C \$39,001 & over
<b>Application Cartridges</b>								
Oracle Internet Messaging	4	Named User	6	6	6	a	a	7
InterOffice Document Cartridge		Concurrent Device	57	55	53	68	66	64
Workflow Cartridge	5	Concurrent Device	44	43	42	53	52	50
Internet Commerce Cartridge		Processor	646	630	606	776	756	727
Oracle Developer Server	3	Concurrent Device	32	32	30	39	38	36
<b>Development Tools</b>								
Oracle Designer		Developer	1,293	1,260	1,212	1,551	1,513	1,454
Oracle Developer	6	Developer	970	945	909	1,164	1,134	1,091
Oracle Reports	6	Developer	404	394	379	485	473	455
Oracle Programmer	7	Developer	242	236	227	291	284	273
SQL*Plus	7	Developer	162	158	152	194	189	182
Procedure Builder		Developer	81	79	76	97	95	91
Express Objects		Developer	517	504	485	621	605	582
Mobile Agents Developer's Kit		Developer	162	158	152	194	189	182
Book	7	Developer	81	79	76	97	95	91
Application Object Library	7	Developer	250	244	235	301	293	282
CASE*Exchange		Computer	2,566	2,521	2,424	3,103	3,025	2,909
<b>Client/End User Tools</b>								
Oracle Discoverer User Edition		Named User	202	197	189	242	236	227
Oracle Discoverer Administrator Edition		Named User	404	394	379	485	473	455
Express Analyzer		Named User	77	75	72	92	90	86
Mobile Agents		Named User	93	91	a7	112	-109	105
<b>Product Suites</b>								
J-Developer Suite		Developer	800	780	750	960	936	900
Enterprise Developer Suite		Developer	3,070	2,994	2,879	3,684	3,592	3,454
Oracle Data Mart Suite	a	Suite	6,464	6,302	6,060	7,757	7,563	7,272
Oracle Data Mart Suite, Sales & Marketing	a	Suite	16,160	15,756	15,150	19,392	18,907	18,180

**Price Notes:**

1. There is minimum required license level for Oracle8 Enterprise Edition, Trusted Oracle Enterprise Edition, and Video Server of eight (8) concurrent devices per server.
2. Data Server Options or Data Cartridges that must match the license level of the associated database.
3. Application Server, Application Server Enterprise Edition, and Oracle Developer Server have a minimum required license level of eight (8) Concurrent Devices for each Processor on the designated system.
4. Oracle InterOffice Messaging Cartridge has a minimum license level of five (5) Mailboxes.
5. Oracle Workflow Cartridge license level must match the license level of Oracle8 Enterprise Edition and may not be licensed with Oracle8.
6. Oracle Developer and Oracle Reports include free unlimited deployment licenses for two-tier (client/server) and host-based applications on the licensed operating system only. Customers that execute application software (Forms, Reports, Graphics) on the application server are required to purchase Oracle Developer Server licenses for the licensed operating system only.
7. Oracle Programmer, SQL\*Plus, Oracle Book and Oracle Application Object Library include free unlimited deployment licenses on the licensed operating system(s) only.
8. Each Data Mart Suite is limited to a computer with a maximum of four (4) processors. Customers may add specific licenses to the Oracle Data Mart Suites by purchasing individual components from the price list.

7801



97

**ORACLE TECHNICAL SUPPORT -- NETWORK LICENSES**

**Table 5**

NOTE: Prices are valid for a new Network License of 200 or more concurrent devices or 100 or more concurrent devices for an additional Network License increment.

Oracle Network License Program Name	Price Note:	Oracle License Basis	Bronze Level	Silver Level
			TIER C \$39,001 & over	TIER C 539,001 & over
<u>Universal Data Servers</u>				
Oracle8 Enterprise Edition	1	Concurrent Device	284	341
Trusted Oracle Server-Enterprise Edition	1	Concurrent Device	341	409
<u>Oracle8 Enterprise Edition Options:</u>				
Advanced Networking Option	2	Concurrent Device	49	59
Diagnostic Pack	2	Concurrent Device	19	23
Tuning Pack	2	Concurrent Device	19	23
Change Management Pack	2	Concurrent Device	19	23
Objects Option	2	Concurrent Device	106	127
Parallel Server Option	2	Concurrent Device	106	127
Partitioning Option	2	Concurrent Device	106	127
<u>Oracle8 Enterprise Edition Options:</u>				
ConText Cartridge		Concurrent Device	57	68
Image Cartridge	2	Concurrent Device	57	68
Spatial Cartridge		Concurrent Device	15.5	186
Time Series Cartridge	2	Concurrent Device	76	91
Visual image Retrieval Cartridge		Concurrent Device	155	186
Video Server		Concurrent Device	57	68
Oracle8	1	Concurrent Device	114	136
Oracle8 ConText Option	3	Concurrent Device	57	68
Express Server		Concurrent Device	682	818
<u>Application Servers</u>				
Application Server		Concurrent Device	19	23
Application Server Enterprise Edition		Concurrent Device	38	45
<u>Application Cartridges</u>				
Oracle Internet Messaging		Named User	8	9
EnterOffice Document Cartridge		Concurrent Device	87	105
Workflow Cartridge	4	Concurrent Device	53	64
Oracle Developer Server		Concurrent Device	38	45

**Oracle NL Price Notes:**

1. Network License have a minimum of 200 concurrent devices for a new network and 100 concurrent devices for additional increments that includes one primary and one backup point of contact.
2. The total number of licenses for these Data Server Options and Cartridges does not necessarily have to match the total number of Oracle8 Enterprise Edition licenses in the network. However, the license level for these Options and Cartridges must match the license level for Oracle8 Enterprise Edition on any single computer.
3. The license level for this Cartridge must match the license level for Oracle8.
4. The total number of concurrent devices for Workflow Cartridge does not have to match the total number of database licenses in the network. However, the license level for Workflow Cartridge must match the license level of the associated database on any single computer.
5. If the customer has elected to use a Federal Central Site Support plan, customer must: (1) centralize receipt of program updates and phone support; and (2) must acquire at least one (1) Bronze or one (1) Silver Point of Contact for \$5,000/\$10,000, respectively.
6. Additional Points of Contact (POCs) can be acquired at the following prices:
  - a. Bronze Level—second or third POC for "ship to" and phone support \$5,000 per POC
  - b. Bronze Level—fourth through tenth POCs for phone support only \$10,000 per POC
  - c. Silver Level—second or third POC for "ship to" and phone support \$10,000 per POC
  - d. Silver Level—fourth through tenth POCs for phone support only \$20,000 per POC

8.1

**ORACLE EDUCATION**

**Table 6**

<b><u>Courses at Oracle Education Centers .</u></b>	<b><u>Price/Education Unit</u></b>
Education Units	\$318 per unit
Education Units -- Quantity Purchase for 25 to 49 units for 50 units and over	\$308 per unit \$297 per unit
<b><u>Courses at Government Sites ("On-Site") *</u></b>	<b><u>Number of Units/Day</u></b>
On-site Education Courses . 1. up to 18 students 2. 19 to 21 students 3. 22 to 24 students • specific facility requirements apply	10 units per day 11 units per day *12 units per day
Use of Oracle Education Facility for Dedicated Course	4 units per day
Cancellation Charges for <b>On-Site</b> Class 1. at least 10 days notice 2. 6 to 9 days notice 3. less than 5 days notice	no charge 50% charge 100% charge

\* Unit prices/number of units applies only to courses provided only by Oracle: courses provided by third parties are subject to higher number of units/day.

18.1

**ORACLE PROFESSIONAL SERVICES**

**Table 7**

<b>PROFESSIONAL SERVICES RATES</b> (rate/hour; excludes travel/living expenses) .		
<b>Services Labor Category</b>	<b>Applicable Order Level</b>	
	<b>under\$156,000</b>	<b>\$156,001 and over</b>
Senior Vice President	\$402	<b>\$391</b>
Group Vice President	\$362	\$353
Program Manager IV	\$362	\$353
Regional Vice President	\$339	\$330
Program Manager III	\$339	\$330
Sr Practice Director	\$323	\$315
Sr Industry Director	\$323	\$315
Program Manager II	\$323	\$315
Practice Director	\$295	\$288
Industry Director	\$295	\$288
Program Manager I	\$295	\$288
Practice Manager	\$276	\$269
Industry Manager	\$276	\$269
Technical Manager	\$276	\$269
Managing Principal	\$236	\$230
Senior Principal	\$236	\$230
Principal Engineer	\$205	\$200
Senior Engineer	\$169	\$165
Staff Engineer	\$146	\$142
Assoc Engineer	\$106	\$104
Admin Asst	\$43	\$42

.Travel & living expenses in accordance with Federal Travel Regulations (FTR)

100

**ORACLE Rdb SOFTWARE LICENSES**

**Table 8**

Oracle Program Name	Price Notes	Oracle License Basis	Software License Prices		
			TIER I \$0-\$75,000	TIER II \$75,001-\$200,000	TIER III \$200,001 and over
<b><u>Rdb Server Products</u></b>					
Oracle Rdb Server	1	Concurrent Device	1,132	1,102	1,027
CODASYL DBMS	1	Concurrent Device	833	811	755
<b><u>Rdb Server Options:</u></b>					
TRACE/Expert Option	2,3	Concurrent Device	72	70	65
Power Utilities Option	3	Concurrent Device	148	144	134
Hot Standby Option	2,3	Concurrent Device	341	332	309
<b><u>Rdb Interation Products</u></b>					
<b><u>Non-Mainframe Gateways for Rdb</u></b>					
Oracle		Computer	11,363	11,060	10,302
Sybase		Computer	11,363	11,060	10,302
Codasyl DBMS		Computer	11,363	11,060	10,302
RMS		Computer	11,363	11,060	10,302
PC Data		Computer	11,363	11,060	10,302
Customer Drivers		Computer	11,363	11,060	10,302
Mainframe Gateway for Rdb -- D52		Computer	71,963	70,044	65,246
ODBC Access to Non-Relational Data for Rdb		Computer	3,784	3,683	3,431

**Oracle Rdb Price Notes:**

1. For Oracle Rdb Server and Oracle CODASYL DBMS there is a minimum required license level of 8 Concurrent Devices per Processor.
2. Rdb Server Options must match the license level of the Oracle Rdb Server.
3. Oracle TRACE/Expert Option and Hot Standby Option may also be licensed with Oracle CODASYL DBMS.

78.1

**ORACLE Rdb SOFTWARE LICENSES**

**Table 9**

Oracle Program Name	Price Note!	Oracle License Basis	Software License Prices TIER IV
<b><u>Rdb Server Products</u></b>			
Oracle Rdb Single User		Named User	1,572
<b><u>Development Tools</u></b>			
Rally		Developer	2,623
CDD/Repository		Developer	1,970
CDD/Administrator		Developer	2,626
Oracle Programmer for Rdb	1	Developer	653
<b><u>Client/End User Tools for Rdb</u></b>			
Rally Client		Named User	292
Enterprise Manager DBAPack for Rdb	2	Computer	785
CDD/R Runtime	3	Computer	10,501

Oracle Rdb Price Notes:

1. Oracle Programmer for Rdb includes free unlimited deployment licenses on the licensed operating system only.
2. The Oracle Enterprise Manager DBA Pack for Rdb must be licensed for each computer that is being managed.
3. Oracle CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.  
The license limits access to CDD/R runtime and does not include a license for the developer.

78.1

102

**ORACLE Rdb SOFTWARE -- NETWORK LICENSES**

Tal

**NOTE: Prices are valid for a new Network License of 200 or more concurrent devices or 100 or more concurrent devices for an additional Network License increment.**

Oracle Network License Program Name	Price Notes	Oracle License Basis	Software License Prices TIER III \$200,001 & over
<u>Oracle Rdb Server Products</u>			
Oracle Rdb Server	1	Concurrent Device	1,284
Oracle CODASYL DBMS		Concurrent Device	1.180
<u>Rdb Server Options:</u>			
Oracle Trace/Expert Option	2,3	Concurrent Device	103
Power Utilities Option	2	Concurrent Device	210
Hot Standby Option	2,3	Concurrent Device	485

Oracle Rdb NL Price Notes:

1. Network License have a minimum of 200 concurrent devices for a new network and 100 concurrent devices for additional increments that includes one **primary** and one **backup point** of contact.
2. Rdb Server Options that must match the license level of the Rdb Server concurrent devices in the Network.
3. Oracle TRACE/Expert Option and Hot Standby Option may also be licensed with Oracle CODASYL DBMS.

78.1

103

**ORACLE Rdb TECHNICAL SUPPORT**

**Table 11**

Oracle Program Name	Price Notes	Oracle License Basis	Bronze Level			Silver Level		
			TIER A	TIER B	TIER C	TIER A	TIER B	TIER C
			\$0-20,000	\$20,001-\$39,000	\$39,001 & over	\$0-20,000	\$20,001-\$39,000	539,001 & over
<b>Rdb Server Products</b>								
Oracle Rdb Single User		Named User	436	425	409	524	510	491
Oracle Rdb Server	1	Concurrent Device	242	236	227	291	284	273
CODASYL DBMS	1	Concurrent Device	141	138	133	170	165	159
<b>Rdb Server Options:</b>								
TRACE/Expert Option	2,3	Concurrent Device	16	16	15	19	19	18
Power Utilities Option	3	Concurrent Device	28	26	27	34	33	32
Hot Standby Option	2,3	Concurrent Device	57	55	53	68	66	64
<b>Rdb Integration Products</b>								
<i>Jon-Mainframe Gateways for Rdb</i>								
Oracle		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Sybase		Computer	2,586	2,521	2,424	3,103	3,025	2,909
CodasyI DBMS		Computer	2,586	2,521	2,424	3,103	3,025	2,909
RMS		Computer	2,586	2,521	2,424	3,103	3,025	2,909
PC Data		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Customer Drivers		Computer	2,586	2,521	2,424	3,103	3,025	2,909
Mainframe Gateway for Rdb -- DB2		Computer	11,635	11,344	10,908	13,962	13,613	13,090
DBC Access to Non-Relational Data for Rdb		Computer	646	630	606	776	756	727
<b>Development Tools</b>								
Oracle Rdb Developer		Developer	1,212	1,182	1,136	1,454	1,418	1,364
Oracle Rdb Developer/Repository		Developer	388	376	364	465	454	436
Oracle Rdb Developer/Administrator		Developer	517	504	485	621	605	582
Oracle Programmer for Rdb	4	Developer	242	236	227	291	284	273
<b>Client/End User Tools for Rdb</b>								
Oracle Rdb Client		Named User	137	134	129	165	161	155
Oracle Enterprise Manager DBAPack for Rdb	5	Computer	154	150	144	184	180	173
Oracle COD/R Runtime	6	Computer	2,068	2,017	1,939	2,482	2,420	2,327

**Oracle Rdb Price Notes:**

1. For Oracle Rdb Server and Oracle CODASYL DBMS there is a minimum required license level of 8 Concurrent Devices per Processor.
2. Rdb Server Options must match the license level of the Oracle Rdb Server.
3. Oracle TRACE/Expert Option and Hot Standby Option may also be licensed with Oracle CODASYL DBMS.
4. Oracle Programmer for Rdb includes free unlimited deployment licenses on the licensed operating system only.
5. The Oracle Enterprise Manager DBA Pack for Rdb must be licensed for each computer that is being managed.
6. Oracle COD/R Runtime is an unlimited use license for applications requiring COD/R deployment licenses.  
The license limits access to COD/R runtime and does not include a license for the developer.

78.1

**ORACLE Rdb TECHNICAL SUPPORT -- NETWORK LICENSES**

**Table 12**

**NOTE: Prices are valid for a new Network License of 200 or more concurrent devices or 100 or more concurrent devices for an additional Network License increment.**

Oracle Network License Program Name	Price Notes	Oracle License Basis	Bronze Level	Silver Level
			TIER C \$39,001 & over	TIER C \$39,001 & over
<u>Oracle Rdb Server Products</u>				
Oracle Rdb Server	1	Concurrent Device	284	426
Oracle CODASYL DBMS		Concurrent Device	208	250
<u>Rdb Server Options:</u>				
Oracle Trace/Expert Option	2,3	Concurrent Device	24	28
Power Utilities Option	2	Concurrent Device	43	51
Hot Standby Option	2,3	Concurrent Device	85	102

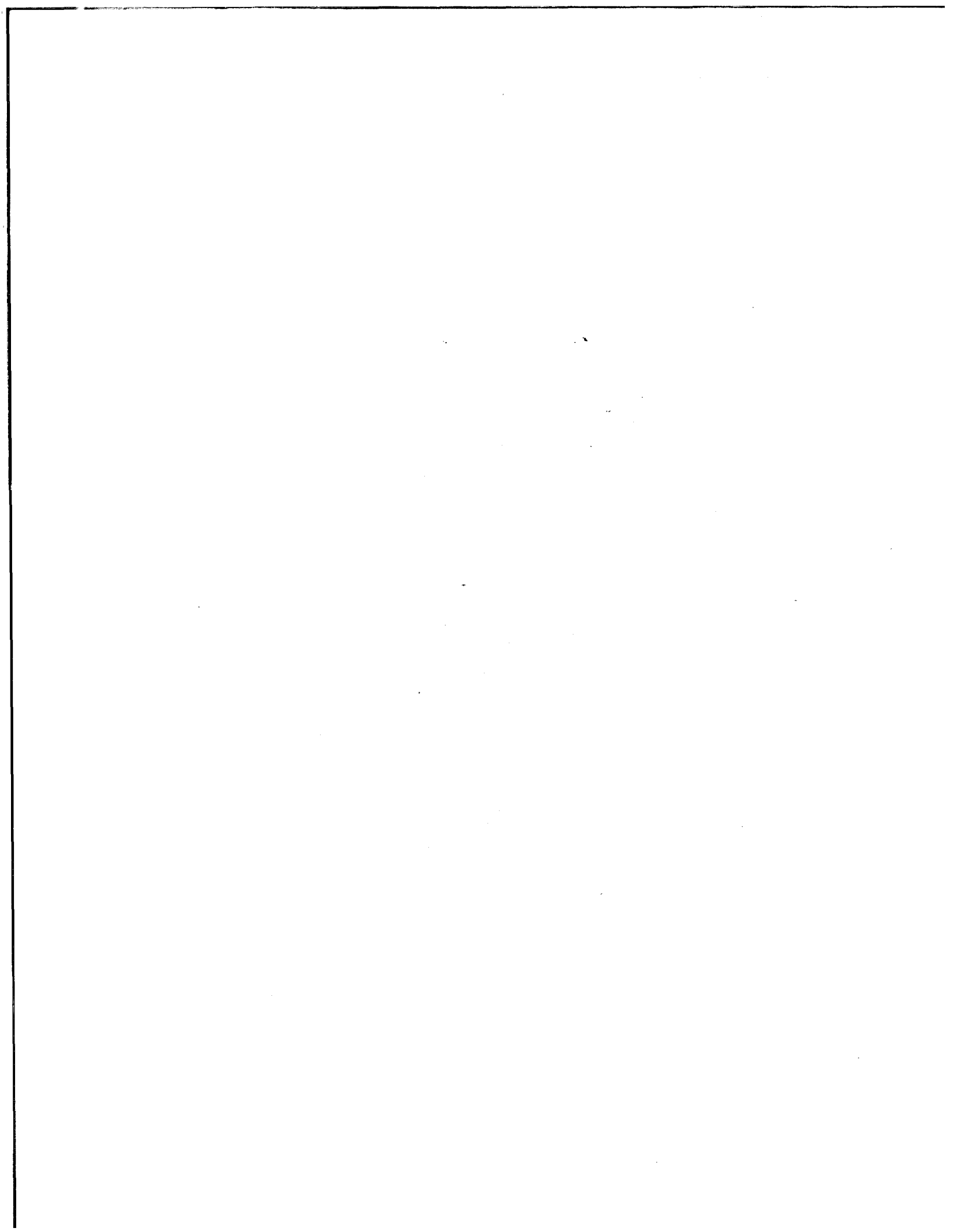
Rdb Network License Price Notes:

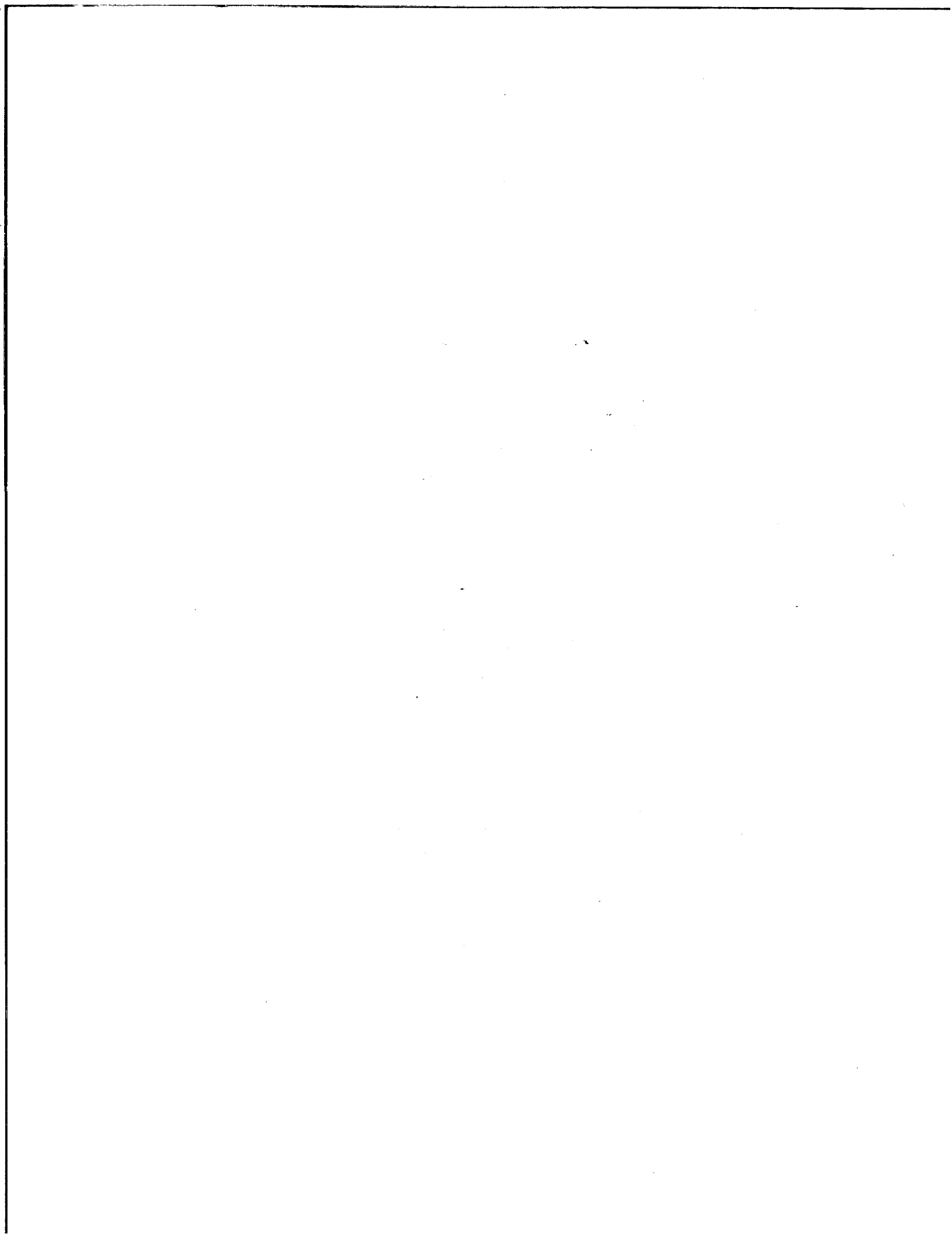
1. A Network License have a minimum of 200 concurrent devices for a new network and 100 concurrent addiinal increments that includes one primary and one backup point of contact.
2. Rdb Server Options that must match the license level of the Rdb Server concurrent devices in the Network
3. Oracle TRACE/Expert Option and Hot Standby Option may also be licensed with Oracle CODASYL DBMS.
4. If the customer has elected to use a Federal Central Site Support plan, customer must (1) centralize receipt of program updates and phone support, and (2) must acquire at least one (1) Bronze or Silver Point Of Contact at a price of \$5,000/\$10,000, respectively.
5. Additional Points of Contact (POCs) can be acquired at the following prices:
 

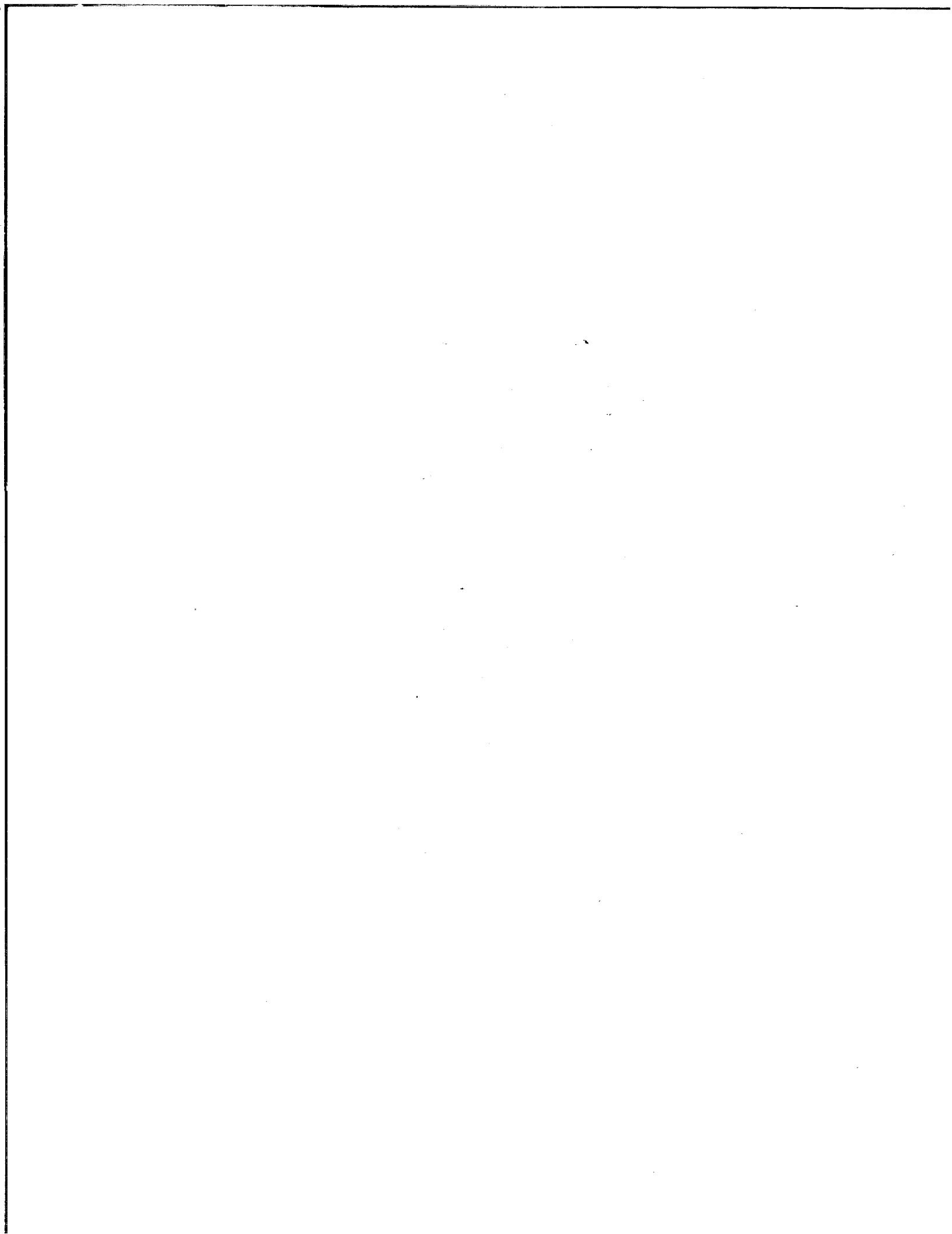
a. Bronze Level-second or third POC for "ship to" and phone support	\$5,000 per POC
b. Bronze Level-fourth through tenth POCs for phone support only	\$10,000 per POC
c. Silver Level--second or third POC for 'ship to' and phone support	\$10,000 per POC
d. Silver Level-fourth through tenth POCs for phone support only	\$20,000 per POC

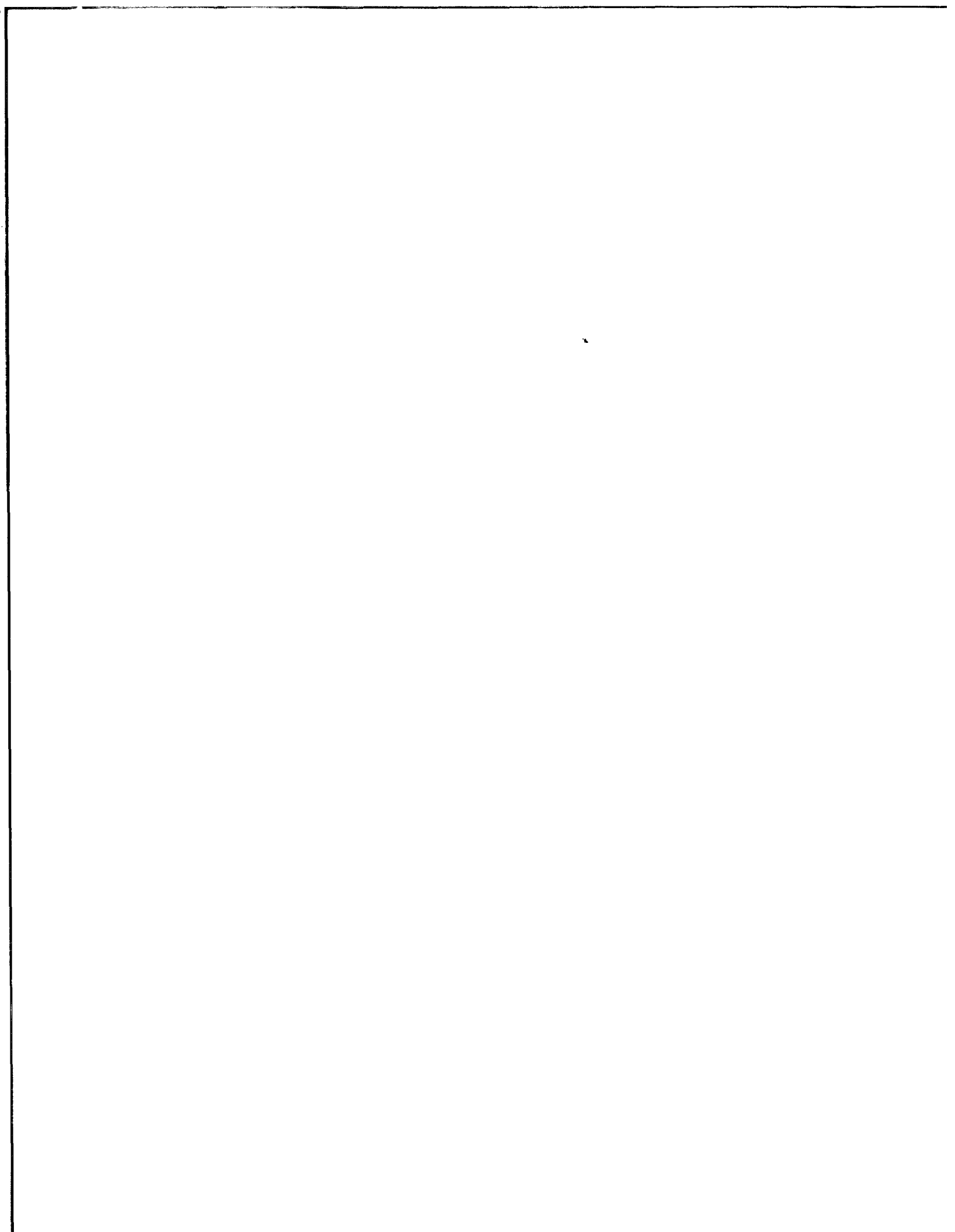
1801

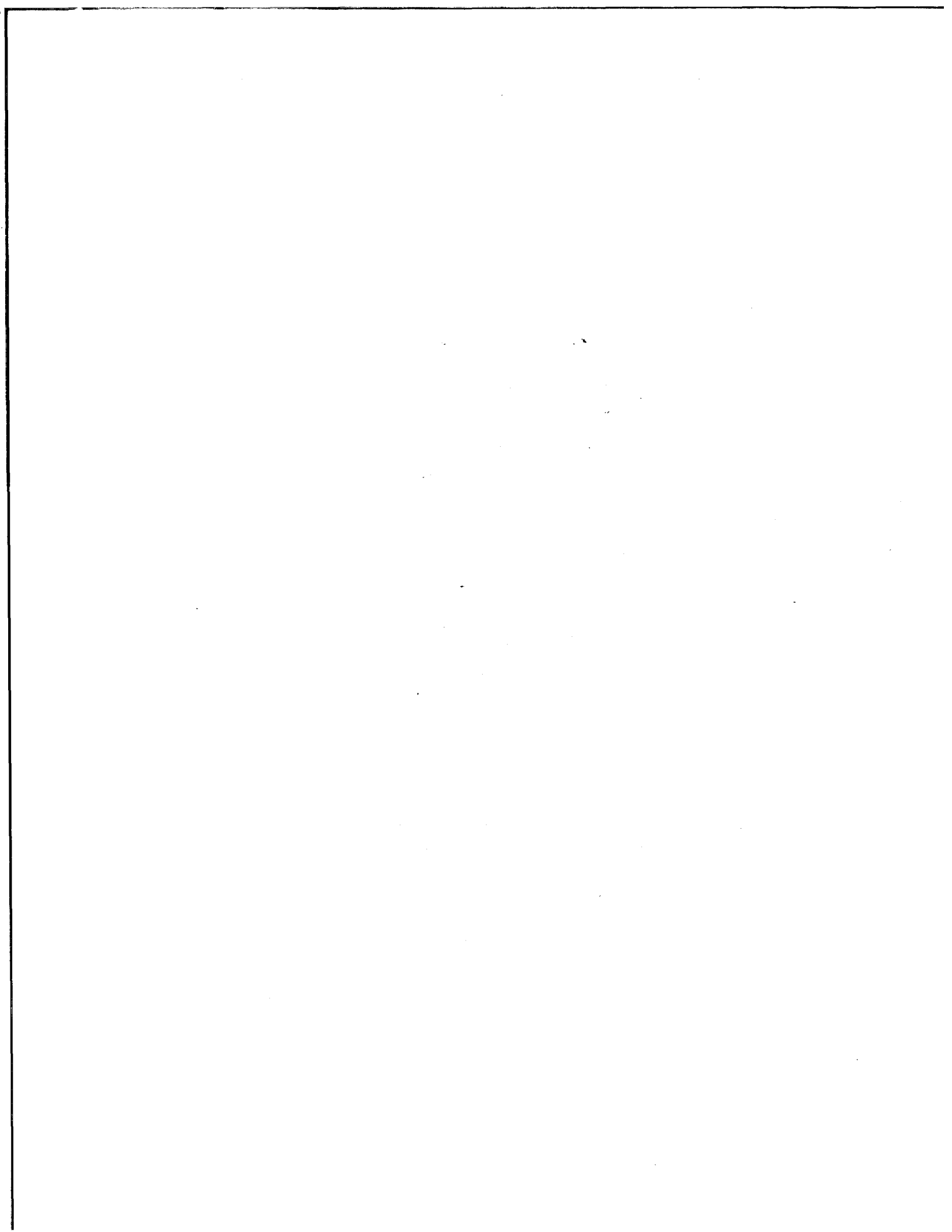


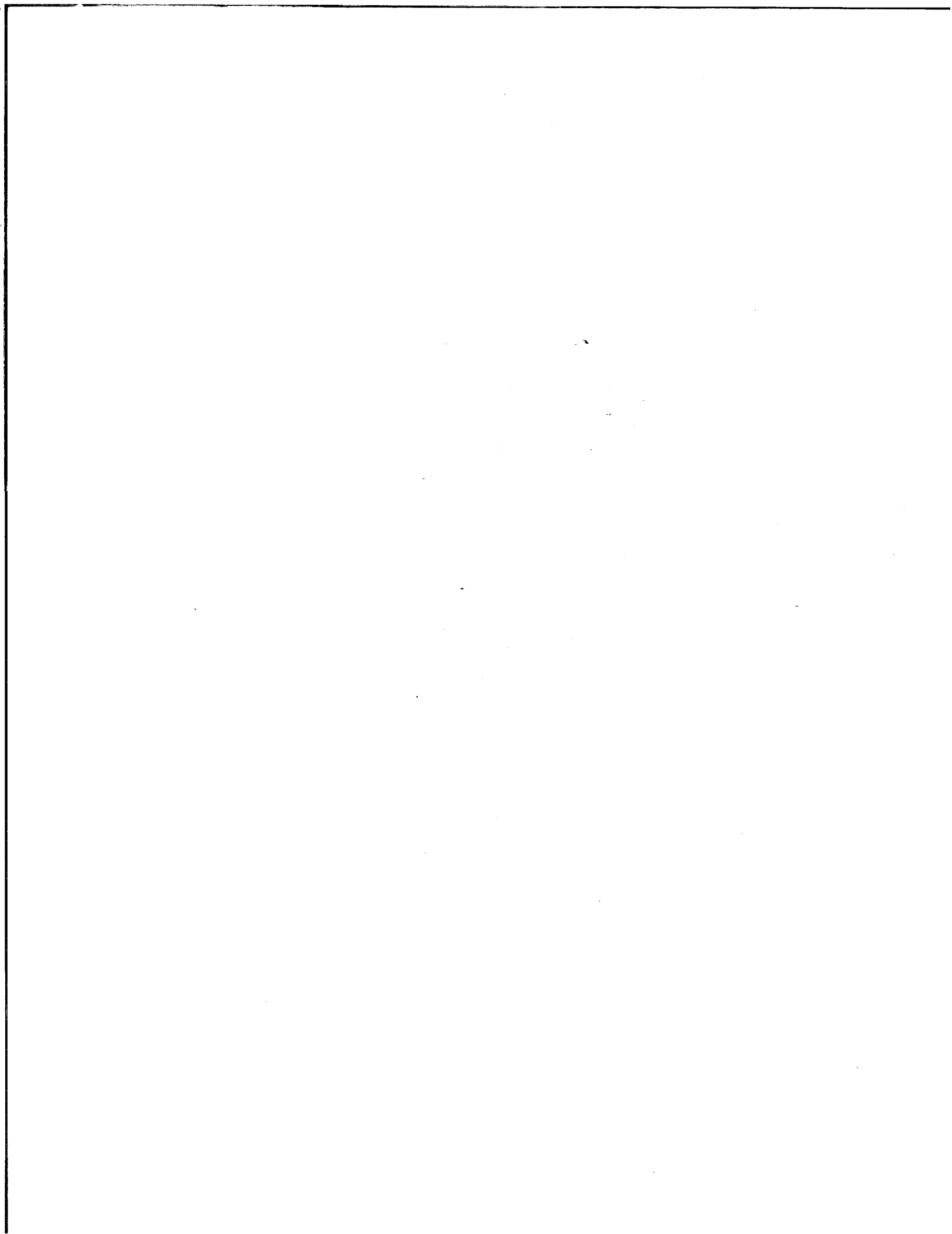


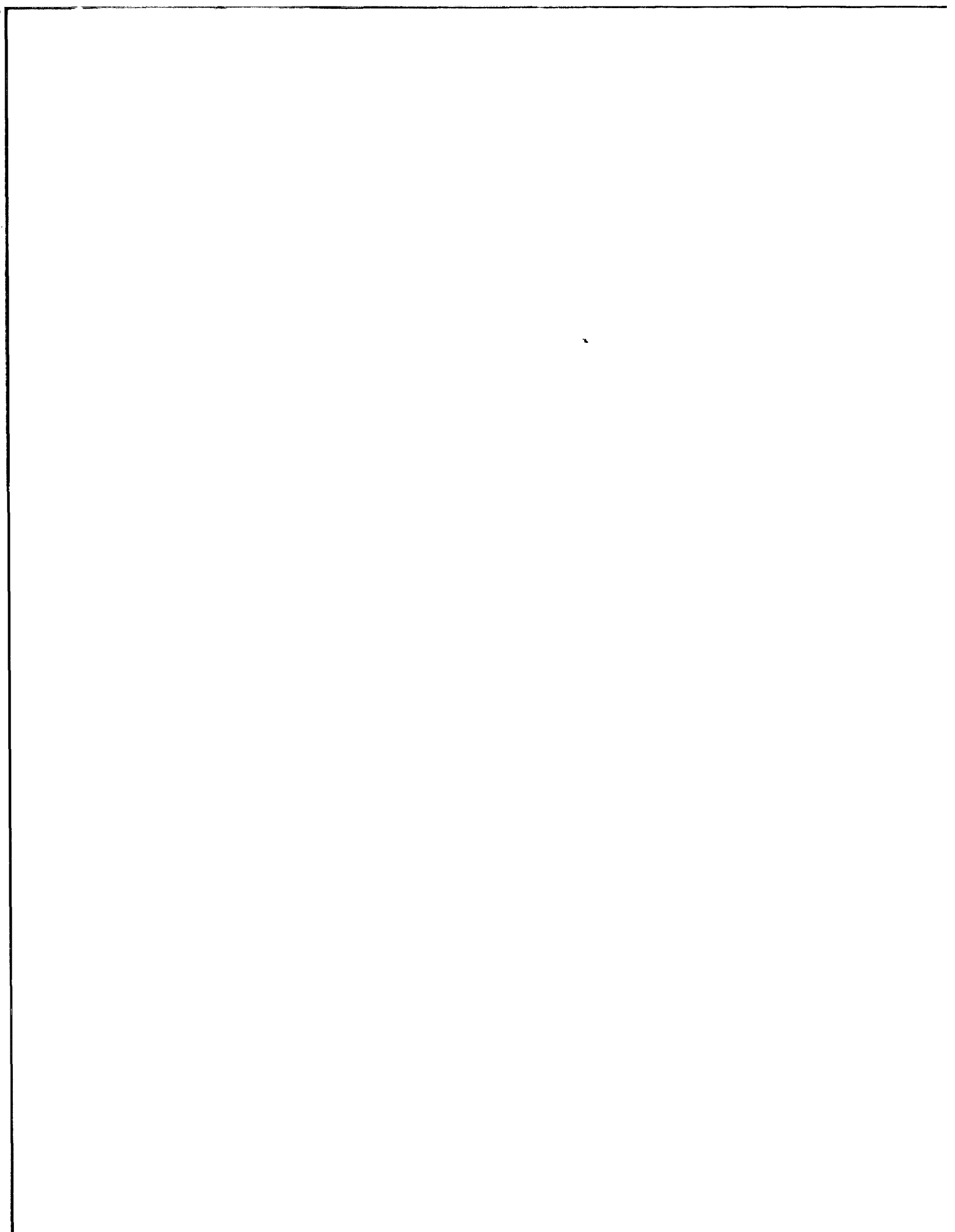


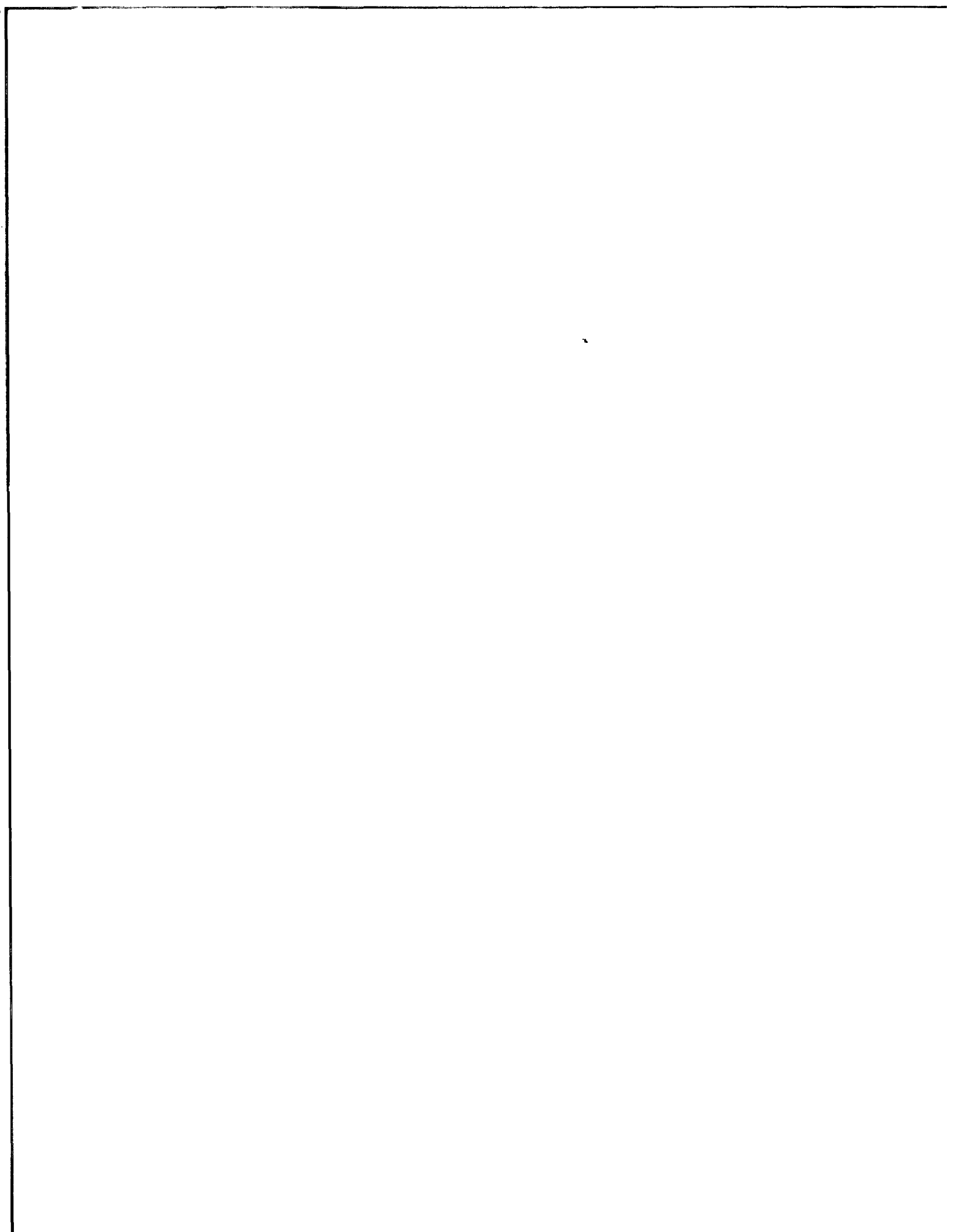




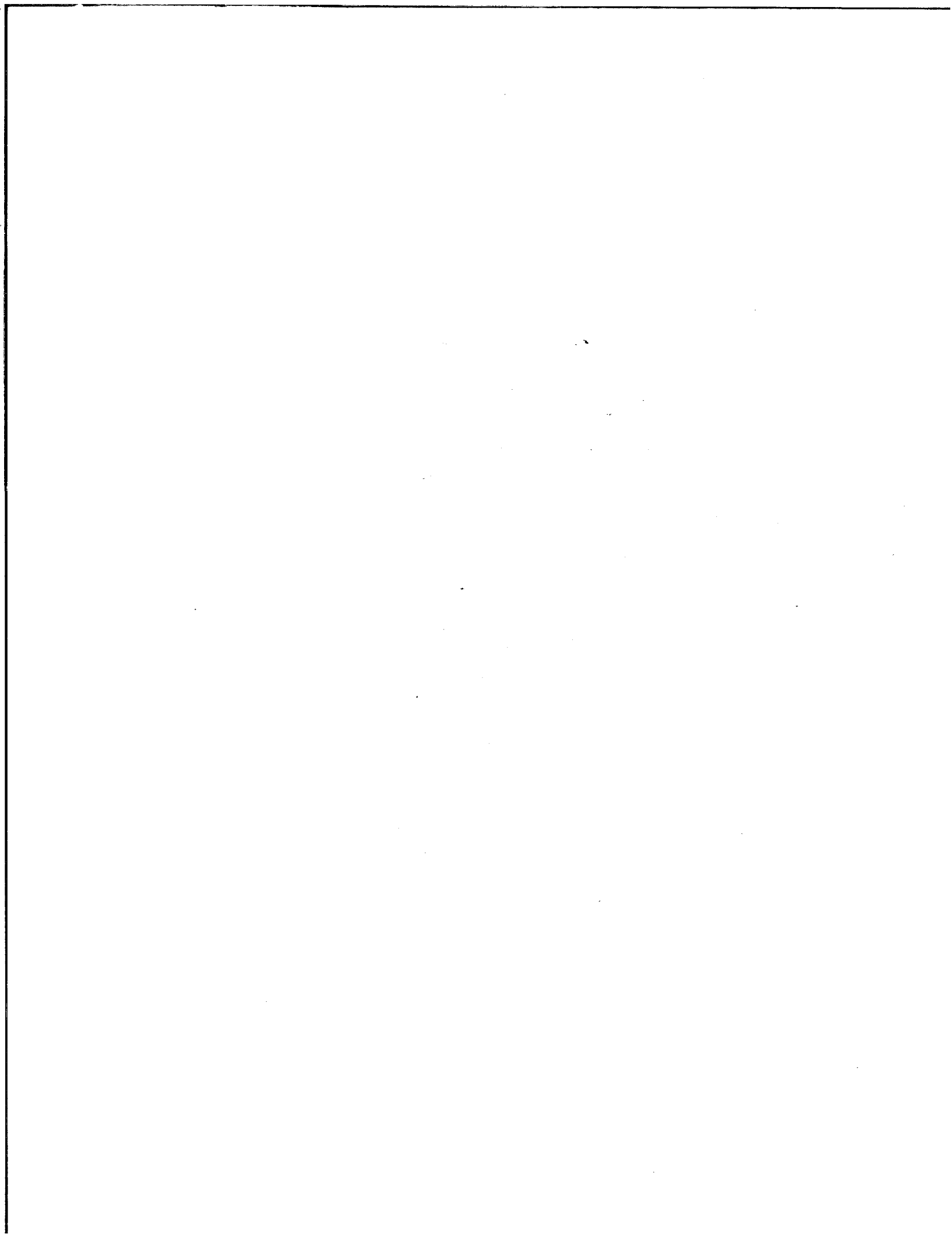


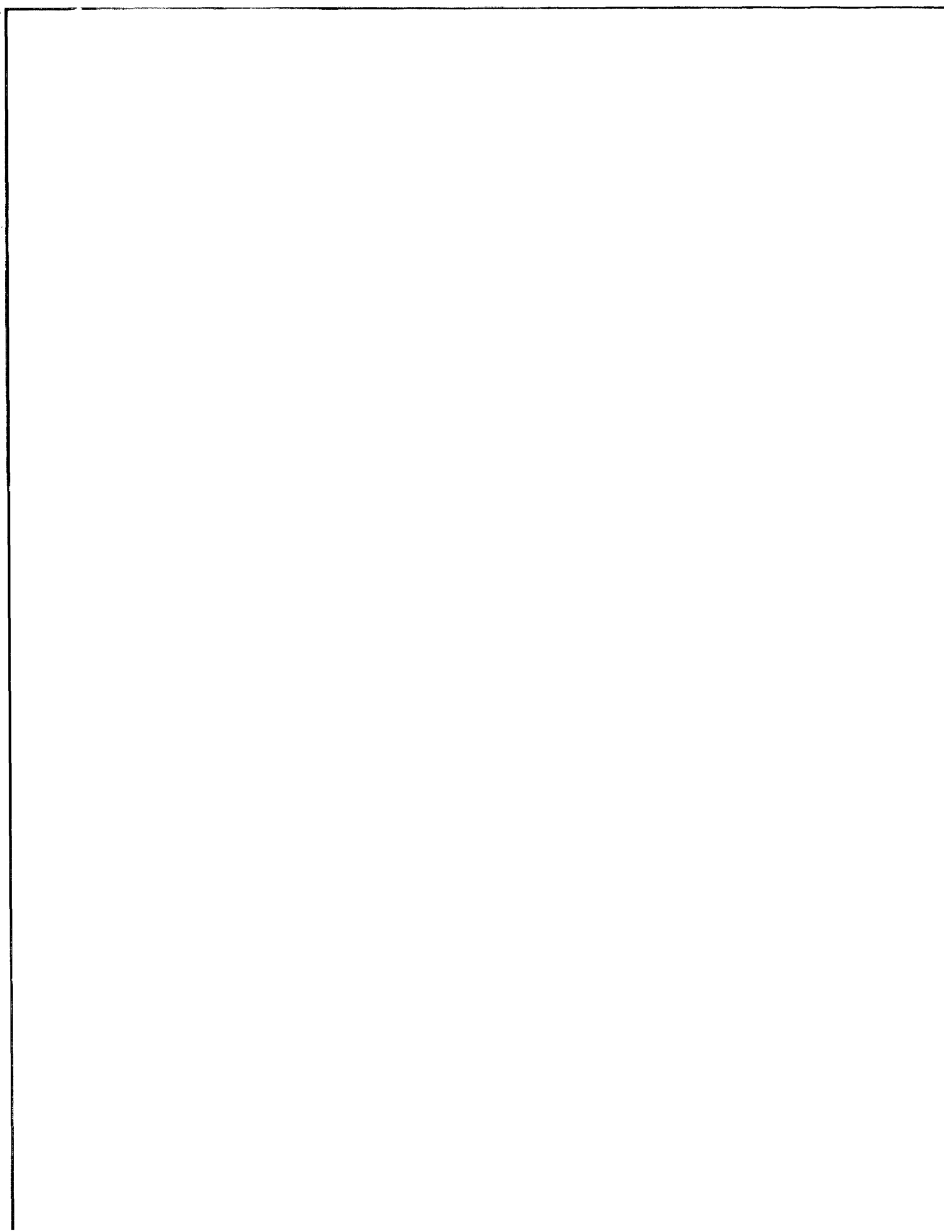












COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

105

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 3/20/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- 1. Said agreement is between the Human Resources Agency (Agency) and Oracle Corporation, 20 Davis Dr., Belmont, CA 94002 (Name & Address)
- 2. The agreement will provide Oracle Corporation license for the database application, support, software maintenance and training.
- 3. The agreement is needed to provide the technological platform for the implementation of the risk assessment tool, Structured Decision-Making (SDM), as well as shared data management.
- 4. Period of the agreement is from XXXXXX 4/20/01 to XXXXXX 4/20/02
- 5. Anticipated cost is \$ 339,141.85 (~~Fixed amount; Monthly rate; Not to exceed~~)
- 6. Remarks: W-9 attached. (vendor #002729, alternate #010241)

Software	\$270,399.85	392100	3495
Training	\$9,280.00	392100	4154
Support/Software Maint.	\$59,462.00	392100 (Index#)	3665

7. Appropriations are budgeted in \_\_\_\_\_ (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. C002387 Date 4-5-01  
PS Blough GARY A. KNUTSON, Auditor - Controller 3-21-01  
By Kathleen Simmons for GIC Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_ (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By [Signature] Date 3/21/01

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - ~~Blue~~  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
  
To Orig. Dept. if rejected.  
  
ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.  
State of California do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_ 19 \_\_\_\_\_  
By \_\_\_\_\_ Deputy Clerk

78

CONTRACT NO.

106

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of February, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Children's Research Center, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide pre-implementation planning and training services to enable the Family and Children's Services Division of the Human Resources Agency to implement Structured Decision Making as a risk assessment tool. The duties are more fully described in Attachment A which is incorporated by reference herein.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR and amount not to exceed \$23,526 as described in Attachment B which is incorporated by reference herein.

Submit invoice for payment to:

Human Resources Agency  
Attn: Sue Gilchrist, SAOO  
PO Box 1320  
Santa Cruz, CA 95061

3. TERM. Term of this contract shall be February 13, 2001 through June 30, 2001.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here CB /

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts, This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here CB /
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here CB /.

B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to

the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

- 3) All the insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Human Resources Agency  
PO Box 1320  
Santa Cruz, CA 95061 Attn: Sue Gilchrist

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
PO Box 1320  
Santa Cruz, CA 95061 Attn: Sue Gilchrist

- 7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

78.1

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.
- 2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the

work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ACKNOWLEDGEMENT. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Services
- Attachment B: Budget and Compensation
- Attachment C: Assurance of Compliance

78.1

Initial CB / \_\_\_\_\_  
Contractor/County



111

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Chris Baird  
Typed Name: Chris Baird

By: \_\_\_\_\_  
Cecilia Espinola  
Human Resources Agency Administrator

Address: Children's Research Center  
426 South Yellowstone Drive, Suite 250  
Madison, WI 527 19

Telephone: (608) 83 1-1 180

Tax ID #: 13-1624111

2. APPROVED AS TO INSURANCE:

By: Andrea G. Best 7/30/01  
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

78.1

112 ✓

**ATTACHMENT A – SCOPE OF SERVICES**

1) Pre-Implementation Planning

CRC staff will meet on site with staff to outline steps to be taken during pre-implementation planning for the implementation of the Structured Decision Making risk assessment tool. These steps include data collection preparation, staff preparation, community stakeholder preparation and policy and procedure review.

2) Training

CRC staff will provide training in the implementation of Structured Decision Making for up to 15 supervisors and 50 staff.

Supervisors will receive an additional half-day of training on supervision issues.

Manuals for use during training and implementation of the risk assessment tool will be provided.

The implementation training for both supervisors and staff will occur in two sessions of two days each. All of the training will occur within one week.

3) Post Implementation Technical Assistance

CRC staff will provide post-implementation technical assistance during two additional site visits, to be scheduled after the implementation date.

78.1

**ATTACHMENT B – COMPENSATION**

**1) Contract Budget**

<b>Cost Category</b>	<b>Compensation</b>
Consultant & Training Services	
Raelene Freitag @ \$696 per day	\$6,960
Julie Peterson @ \$ 336 per day	\$3,360
Training Contract	\$5,000
Training Materials and Supplies	\$3,456
Travel	
Airfare	\$2,000
Lodging	\$1,000
Per Diem	\$700
Miscellaneous Supplies	\$1,050
<b>TOTAL (not to exceed)</b>	<b>\$23,526</b>

**2) Submittal of Invoices**

Contractor shall submit invoices each month for services described in Attachment A.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

119

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resource Agency (Dept.)  
[Signature] (Signature) 7/02/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Human Resource Agency (Agency)  
and Childrens' s Research Center/426 S . Yellowstone D r Ste 250, Madison, WI. 52719 (Name & Address)

2. The agreement will provide Training on the implementation of structured decision making.

3. The agreement is needed Because the services cannot be provided by existing staff.

4. Period of the agreement is from APRIL 18, 2001 to JUNE 30, 2001

5. Anticipated cost is \$ 23,526 (~~Fixed amount; Monthly rate; Not to exceed~~)

6. Remarks: CONTACT: Sue Gilchrist x4062

7. Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. CO 02388 Date 4-5-01

GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
to execute the same on behalf of the

(Agency). County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 6/06/01

Agreement approved as to form. Date \_\_\_\_\_

- Distribution:
- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - ~~\_\_\_\_\_~~
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
By \_\_\_\_\_ Deputy Clerk

28.1