



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

July 25, 2014

CONTRACT TITLE: ORACLE SOFTWARE AND MAINTENANCE SUPPORT SERVICES*

CURRENT CONTRACT PERIOD: July 1, 2012 THROUGH JUNE 30, 2014

BUYER INFORMATION: *Name* Earl Pettit
Phone (573) 751-5430
Email address Earl.Pettit@oa.mo.gov

RENEWAL INFORMATION	*Original Contract Period	Total Renewal Options Available	Potential Final Expiration
	<i>10/1/07 to 6/30/10*</i> <i>*Amendment #016 established additional and new terms to the contract.</i>	0	6/30/14

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C700313001	9428052490 5	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065 Contact: Chris Greene, Core Tech Sales Manager 314-566-3450 Chris.Greene@oracle.com	NO	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
07/1/14 - 09/30/14	07/25/14	Contract extended through 09/30/14.
7/01/13 - 6/30/14	8/20/12	Contact information updated. Revised pricing pages and terms and conditions are included in Missouri Contract Amendment # 025.
7/1/12 - 6/30/13	10/18/12	Pricing page revised (deleted items lined through in previous posting). Technical support cap language revised.
7/1/12 - 6/30/13	8/28/12	Contract renewed. All pricing, including support renewals, remains the same as during the previous contract period.
4/1/11 - 6/30/12	4/08/11	Contract renewed with updated price list and pricing discount schedule (discount is now 45% for all orders except orders exceeding \$1,000,000 which will be negotiated separately by the Division of Purchasing and Materials Management).
7/1/10 - 6/30/11	10/26/10	Contract renewed with updated pricing and pricing discount schedule (discount increased from 40% to 45% for purchases in the range from \$375,001 – \$981, 539).
10/1/07 - 6/30/10	03/15/10	Assignment of contract to Oracle America, Inc. due to merger of Oracle USA and Sun Microsystems. New Vendor Number listed on Page 1 of this document.
10/1/07 - 6/30/10	11/9/09	DPMM buyer contact name, telephone, and email change – as listed on cover page of this notice.
10/1/07 - 6/30/10	1/23/08	<p>Overview of changes made to the contract via amendment #016:</p> <ul style="list-style-type: none"> ➤ Contract period runs through 6/30/2010 ➤ 2 renewals added at mutually agreed to pricing which if exercised will have the contract expiring 6/30/2012 ➤ The Oracle Technology Global Price List dated September 4, 2007 is firm, fixed for the duration of the contract period (through 6/30/10). No price increases but price decreases are allowed. As new database products are introduced by Oracle, the DPMM will need to amend the contract to add those products to the contract at the request of the agency(s). ➤ Discount Schedule includes a new discount band. Any purchases of \$981,540 or more can achieve a 48% discount. Higher discounts can be negotiated on a case by case basis. PLEASE NOTE: ITSD consolidated agencies will need to coordinate their purchases with ITSD central office in order to achieve the best discount possible. Please contact ITSDITCOPurchasing@oa.mo.gov in advance of issuing a Purchase Order under this contract for new product purchases. This does not apply to ongoing maintenance support. ➤ * IMPORTANT NOTICE * When you order products or renew maintenance, it is Oracle’s marketing practice to ship programs or features with your order that you are <u>NOT</u> licensed to use. These programs or features are offered on a trial basis. It is uncertain as to whether the unlicensed/trial programs are clearly marked as “Trial” and therefore you are at risk for downloading products that you are not licensed to use. There is no time-out feature when the trial period has ended. Please be aware of exactly what products you are downloading and verify that it is only products for which you are licensed. If, when you install the programs licenses by you under an ordering document, a program that is NOT licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed program <u>provided that you have NOT used</u> (loading alone does not constitute use) <u>the unlicensed program and that you promptly remove such unlicensed program when it is discovered.</u> This means that if you download a trial program and fail to remove it prior to the trial program end date then the State, and possibly the employee, becomes liable for that unlicensed software which will negatively impact your agency’s budget.

		<p>➤ Non-Migrated Concurrent Licenses Support: Until June 30, 2010, the licenses that were purchased prior to January 1, 2000, (non e-business, concurrent licenses) and that have not been migrated to the e-business licensing module, the renewal price for annual technical support for such licenses shall be the technical support price for the previous year plus 1% increase over that price. [NOTE: previously Oracle was allowed a 4% increase and this has been reduced to 1% increase].</p>
7/1/07 - 9/30/07	10/05/07	Negotiations with Oracle are on-going – still have a few items to resolve before an amendment can be finalized. Anticipate completion within the next few weeks.
7/1/07 - 9/30/07	7/26/07	Oracle contract extended for 3 months. Currently working on potentially revamping the contract terms/pricing and adding additional renewal options. Oracle's account manager has changed – see cover page of this document.
7/1/06 - 6/30/07	8/16/06	Oracle's account manager has changed – see cover page of this document.
7/1/06 - 6/30/07	6/30/06	Contract Renewal. New Price List dated 6/16/06 applies for the contract period ending 6/30/07. Oracle's account manager has changed – see cover page of this document. Same Discounting Terms apply.
7/1/05 - 6/30/06	7/19/05	Contract Renewal. New Price List dated 6/1/05 applies for the contract period ending 6/30/05. Oracle's vendor number has changed – see cover page of this document. Same Discounting Terms apply.
7/1/04 - 6/30/05	6/30/03	Contract Renewal. New Price List dated 4/2/04 applies for the contract period ending 6/30/05. Same Discounting Terms apply.
7/1/03 - 6/30/04	6/30/03	Contract Renewal. New Price List dated 6/20/03 applies for the contract period ending 6/30/04. Same Discounting Terms apply.
5/31/01 - 6/30/03	7/12/02	NOTICE OF STATE STANDARD (10/31/96): WITH THE CONCURRENCE OF THE INFORMATION TECHNOLOGY ADVISORY COMMITTEE, THE OFFICE OF INFORMATION TECHNOLOGY HAS DECLARED ORACLE AS THE STATE GOVERNMENT RELATIONAL DATABASE STANDARD FOR THE MIDRANGE UNIX PLATFORM AND NT OPERATING SYSTEM.
5/31/01 - 6/30/03	7/2/02	New Account Manager listed on page 1. Doug Kellogg replaces Terry Copeland as the Missouri representative for the Oracle Corporation.
5/31/01 - 6/30/03	4/18/02	CONTRACT RENEWED WITH NEW LICENSING AND MAINTENANCE SUPPORT PROVISIONS, TERMS AND CONDITIONS.
11/1/99 - 5/31/01	2/14/01	Contract extended. Efforts are underway to negotiate better pricing and provisions for Oracle's new Universal Power Unit pricing model.
11/1/99 - 11/30/00	11/6/00	Contract extended. Efforts are underway to negotiate better pricing and provisions for Oracle's new Universal Power Unit pricing model.
11/1/99 - 10/31/00	12/14/99	The price list originally provided by Oracle was incomplete, therefore, additional pricing has been added.
11/1/99 - 10/31/00	11/2/99	This notification renews the current contract for another year. Please note that this contract is now currently available for Cooperative Procurement Members.
11/1/98 - 10/31/99	9/28/98	This notification renews the current contract for another year and includes provisions for the license and maintenance of Oracle midrange NT platform software products.
11/1/97 - 10/31/98	11/19/97	Initial issuance of new statewide contract

SUMMARY OF GENERAL CONTRACT INFORMATION

(Please refer to the official contract C700313001 for further information and provisions)

1. **Missouri Amendment #025 to Contract C700313001 maintains the pricing discount schedule and modifies the support renewal pricing cap.** The discount remains 45% for all orders except orders exceeding \$1,000,000 which will be negotiated separately by the Division of Purchasing and Materials Management.
2. Oracle shall provide all products and/or services on an as needed, if needed basis. The State of Missouri shall not guarantee any minimum or maximum amount of Oracle's products/services under this contract. Issuance of a purchase order and/or signature on an ordering document for software licenses and technical support shall signify acceptance of the licenses and technical support ordered.
3. **Contract Period:**
July 1, 2014 through September 30, 2014
4. **Cooperative Procurement (Local Government Use):** Oracle agrees that State of Missouri counties, cities, municipalities and public institutions of education (including K-12 education and colleges and universities) who are eligible to participate in the State of Missouri's Cooperative Procurement Program in accordance with the Technical Services Act 67.360 RSMo (text of which is attached hereto as Attachment A) may also order program licenses and technical support services for such licenses in accordance with the terms of the Agreement. Any such State of Missouri county, city, municipality or public institution of education that places a purchase order pursuant to the terms of this Agreement shall be:
 - a.) solely responsible for the payment of all fees and invoices associated with such order; and
 - b.) bound by the terms and conditions of this Agreement.

The State of Missouri bears no financial responsibility for purchase orders issued by any such State of Missouri county, city, municipality or public institution of education, however the State acknowledges that the foregoing shall in no way relieve the State of Missouri of any responsibility to Oracle for any purchases made pursuant to the Agreement by the State of Missouri and its departments and agencies.

5. **Pricing and Discounting Terms:**

The following Pricing and Discounting Terms are hereby incorporated into the Agreement:

- a. **Price List.** Until June 30, 2014, the "Price List" shall be defined in the Agreement as Oracle Technology Price List — Price Hold (attached hereto as **Attachment A** to this Amendment). All prior Agreement price list(s) and pricing previously incorporated into the Agreement are deleted.
- b. **Pricing and Discounting Terms.** Until June 30, 2014, you may acquire licenses for the programs listed on the Price List provided such programs are available in production release when ordered, and provided the you have continuously maintained technical support for its existing licenses, by paying Oracle the fees specified for such licenses on the price list less the discount determined by the discount schedule set forth below. You may also acquire first-year Software Update License & Support ("SULS") for such programs by paying Oracle the fees specified for such services on the Price List, less the discount determined by the discount schedule set forth below.
- c. **Discount Schedule.** Until June 30, 2014, the following discount schedule shall apply to the fees listed on the price list for program licenses and first-year SULS acquired pursuant to the terms of this Amendment. (The Transaction Band amount shall be determined per order, and each order placed pursuant to this schedule shall be considered a separate transaction):

Transaction Band (List License + List Support)	E-Business License and First-Year SULS Discounts
\$0 - \$1,000,000	45%
\$1,000,001 +	Contact Oracle

6. Technical Support Cap:

7. License Definitions and Rules:

License Definitions and Rules. Until June 30, 2014, the Oracle License Definition and Rules, v011713 (attached hereto as **Attachment B** to this Amendment) shall apply to all licenses and technical support services listed on the price lists and acquired pursuant to the updated pricing terms set forth in this Amendment.

8. Technical Support

In accordance with Missouri Amendment # 025.

9. Trial Programs

In accordance with Missouri Amendment # 025.

10. Non-Migrated Concurrent License Support

In accordance with Missouri Amendment # 025.

11. Termination

a. **Termination of Contract.** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of a termination under this provision, the State agrees to pay Oracle for all software delivered and services performed, and accepted by the State per the terms and conditions of this agreement, prior to the effective date of the termination.

b. **Termination of Maintenance Support.** The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor. The State understands that it is subject to the matching service level requirements as described in Oracle's technical support policies. The State also understands that re-instatement of cancelled support shall be subject to Oracle's technical support policies in effect at the time of re-instatement.

12. Attachments:

The following Attachments are incorporated into the Agreement:

Attachment A: Oracle Technology Price List — Price Hold

Attachment B: Oracle License Definitions and Rules, v011713

Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.