Welcome, Lu Anne Cottrill · Procurement · Budgeting · Accounts Receivable · Accounts Payable

Solicitation Response(SR) · **Dept:** 0511 · **ID:** ESR04141600000004937 · **Ver.:** 1 · **Function:** New · **Phase:** Final · ▼ · Modified by batch , 04/14/2016

Header ▭ ▬

☰ List View

| General Information | Contact | Default Values | Discount | Document Information |

Procurement Folder: 196116

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000199159 ⬆

Legal Name: MYTHICS INC

Alias/DBA:

Total Bid: $1,846,397.13

Response Date: 04/14/2016 📅

Response Time: 11:50

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: HHR1600000006

Published Date: 3/31/16

Close Date: 4/14/16

Close Time: 13:30

Status: Closed

Solicitation Description: Oracle or Equal Software Licenses, Maintenance & Support

Total of Header Attachments: 0

Total of All Attachments: 0

Proc Folder : 196116

Solicitation Description : Oracle or Equal Software Licenses, Maintenance & Support

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No		Version
	2016-04-14 13:30:00	SR	0511 ESR04141600000004937	1

VENDOR

000000199159

MYTHICS INC

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307
mark.a.atkins@wv.gov

Signature X   **FEIN #**   **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software License Item #L59008, Oracle WebLogic Suite-Process	19.00000	EA	$19,980.000000	$379,620.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License, Item #L59008, Oracle WebLogic Suite - Processor Perpetual or equal (Section 4.1.1)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software License Item #L59000, Oracle WebLogic Suite - Named	70.00000	EA	$399.600000	$27,972.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L59000, Oracle WebLogic Suite - Named user plus Perpetual or equal (4.1.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Software License Item #L88626, Oracle WebLogic Server Mgmt.	18.00000	EA	$5,328.000000	$95,904.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L88626, Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Software License Item #L88632, Oracle WebLogic Server Mgmt.	20.00000	EA	$106.560000	$2,131.20

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Softrware License #L88632 Oracle WebLogic Server Management Pack Enterprise Edition - Named user plus Perpetual or equal (4 1.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Software License Item #L88612, Oracle SOA Mgmt. Pack	6.00000	EA	$11,100.000000	$66,600.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L88612, Oracle SOA Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Software License Item #L17426, Oracle SOA Suite - Middleware	4.00000	EA	$25,530.000000	$102,120.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L17426, Oracle SOA Suite for Oracle Middleware - Processor Perpetual or equal (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Software License Item #L88618, Oracle SOA Mgmt. Pk Enterpris	20.00000	EA	$222.000000	$4,440.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License, Item #L88618, Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Software License Item #L17434, Oracle SOA Suite for Middlewa	20.00000	EA	$532.800000	$10,656.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L17434, Orcale SOA Suite for Orcale Middleware - Named User Plus Perpetual or equal (4.1.8)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Software License Item #A90611, Oracle Database Enterprise	30.00000	EA	$21,090.000000	$632,700.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #A90611, Oracle Database Enterprise Edition - Processor Perpetual or equal (4.1.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Software License Item #L10001, Oracle Database Enterprise	45.00000	EA	$421.800000	$18,981.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L10001, Oracle Database Enterprise Edition - Named User Perpetual or equal(4.1.10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Software License Item #L103399, Oracle Database Standard Ed.	2.00000	EA	$7,770.000000	$15,540.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L103399, Oracle Database Standard Edition - Processor Perpetual or equal (4.1.11)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Software License Item #A90649, Oracle Diagnostics Pack	11.00000	EA	$3,330.000000	$36,630.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A90649, Oracle Diagnostics Pack - Processor Perpetual or equal (4.1.12)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Software License Item #A90650, Oracle Tuning Pack	11.00000	EA	$2,220.000000	$24,420.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A90650, Oracle Tuning Pack - Processor Perpetual or equal (4.1.13)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Software License Item #A93057, Oracle Database Life Cycle	4.00000	EA	$5,328.000000	$21,312.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A93057, Oracle Database Life Cycle Management - Processor Perpetual or equal (4.1.14)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Software License Item #L10021, Oracle Internet Developer Su	2.00000	EA	$2,575.000000	$5,150.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L10021, Oracle Internet Developer Suite, Names User Perpetual or equal 4.1.15

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Software License Item #L47232, Oracle Advanced Compression	6.00000	EA	$4,884.000000	$29,304.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L47232 Oracle Advanced Compressions - Processor Perpetual or equal 4.1.16

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Software License Item #A90622 Oracle Advanced Security (ASO)	6.00000	EA	$6,660.000000	$39,960.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description :	Software License Item #A90622, Oracle Advanced Security (ASO) Processor Perpetual or equal 4.1.17

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Software Maintenance & Support for Item #L59008				$83,516.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Nineteen (19) Item #L59008, Oracle WebLogic suite-Processor Perpetual or equal 4.1.18.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Software Maintenance & Support for item #L59000				$6,153.84

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for seventy (70) #L59000, Oracle WebLogic Suite - Named User Plus Perpetual or equal (4.1.18.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Software Maintenance & Support for item #L88626				$21,098.88

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for eighteen (18) item #L88626, Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.18.3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Software Maintenance & Support for Item #L88632				$468.86

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for twenty (20) Item #L88632, Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.18.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Software Maintenance & Support for Item #L88612				$14,652.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for six (6) Item #L88612, Oracle SOA Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.18.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Software Maintenance & Support for Item #L17426				$22,466.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for four (4) Item #L17426, Oracle SOA Suite for Oracle Middleware - Processor Perpetual or equal (4.1.18.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Software Maintenance & Support for Item #L88618				$976.80

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Twenty (20) Item #L88618, Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.18.7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Software Maintenance & Support for item #L17434				$2,344.32

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Twenty (20) Item #L17434, Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual or equal (4.1.18.8)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Software Maintenance & Support for Item #A90611				$139,194.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Thirty (30) item #A90611, Oracle Database Enterprise Edition - Processor Perpetual or equal (4.1.18.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Software Maintenance & Support for Item #L10001				$4,175.82

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for forty-five (45) Item #L10001, Oracle Database Enterprise Edition-Named User Perpetual or equal (4.1.18.10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Software Maintenance & Support for Item #L103399				$3,418.80

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Two (2) Item #L103399, Oracle Database Standard Edition-Processor Perpetual or equal (4.1.18.11)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Software Maintenance & Support for Item #A90649				$8,058.60

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Eleven (11) Item #A90649, Oracle Diagnostics Pack-Processor Perpetual or equal (4.1.18.12)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Software Maintenance & Support for Item #A90650				$5,372.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance & Support for Eleven (11) Item #A90650, Oracle Tuning Pack- Processor Perpetual or equal (4.1.18.13)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Software Maintenance & Support for Item #A93057				$4,688.64

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Four (4) Item #A93057, Oracle Database Life Cycle Management - Processor Perpetual or equal (4.1.18.14)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Software Maintenance & Support for Item #L10021				$1,133.09

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Software Maintenance and Support for Two (2) Item L10021, Oracle Internet Developer Suite-Named User Perpetual or equal (4.1.18.15)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Software Maintenance & Support for Item #L47232				$6,446.88

Comm Code	Manufacturer	Specification	Model #	
81112200				

Extended Description : Software Maintenance and Support for Six (6) Item #L47232, Oracle Advanced Compression-Processor Perpetual or equal (4.1.18.16)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Software Maintenance & Support for Item #A90622				$8,791.20

Comm Code	Manufacturer	Specification	Model #	
81112200				

Extended Description : Software Maintenance and Support for Six (6) Item #A90622, Oracle Advanced Security (ASO) Processor Perpetual or equal. (4.1.18.17)

1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454
Chris Brown
Phone: 757-416-6533
Fax: 757.412.1060
Email: cbrown@mythics.com

Company Name:
West Virginia Department of Health and Human Resources

Estimate Number: LS-WVDHHR-2816-TECH
Estimate prepared on: February 8, 2016
Valid thru: May 13, 2016

LICENSES AND SUPPORT

Oracle Master Agreement 226883

Item Nbr	Oracle Product Description / Part Number	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
1	WebLogic Suite / L59008	Perpetual	Processor	19	$ 19,980.00	$ 379,620.00
2	WebLogic Server Management Pack Enterprise Edition / L88626	Perpetual	Processor	18	$ 5,328.00	$ 95,904.00
3	SOA Management Pack Enterprise Edition / L88612	Perpetual	Processor	6	$ 11,100.00	$ 66,600.00
4	SOA Suite for Oracle Middleware / L17426	Perpetual	Processor	4	$ 25,530.00	$ 102,120.00
5	Oracle Database Enterprise Edition / A90611	Perpetual	Processor	30	$ 21,090.00	$ 632,700.00
6	Oracle Database Standard Edition 2 / L103399	Perpetual	Processor	2	$ 7,770.00	$ 15,540.00
7	Diagnostics Pack / A90649	Perpetual	Processor	11	$ 3,330.00	$ 36,630.00
8	Tuning Pack / A90650	Perpetual	Processor	11	$ 2,220.00	$ 24,420.00
9	Life Cycle Management Pack / L93057	Perpetual	Processor	4	$ 5,328.00	$ 21,312.00
10	Advanced Security / A90622	Perpetual	Processor	6	$ 6,660.00	$ 39,960.00
11	Advanced Compression / L47232	Perpetual	Processor	6	$ 4,884.00	$ 29,304.00
12	WebLogic Suite / L59000	Perpetual	Named User Plus	70	$ 399.60	$ 27,972.00
13	WebLogic Server Management Pack Enterprise Edition / L88632	Perpetual	Named User Plus	20	$ 106.56	$ 2,131.20
14	Oracle Database Enterprise Edition / L10001	Perpetual	Named User Plus	45	$ 421.80	$ 18,981.00
15	SOA Management Pack Enterprise Edition / L88618	Perpetual	Named User Plus	20	$ 222.00	$ 4,440.00
16	SOA Suite for Oracle Middleware / L17434	Perpetual	Named User Plus	20	$ 532.80	$ 10,656.00
17	Internet Developer Suite / L10021	Perpetual	Named User Plus	2	$ 2,575.20	$ 5,150.40

SUBTOTAL: LICENSE	$ 1,513,440.60
SUBTOTAL: YEAR 1 SUPPORT & UPDATE RIGHTS	$ 332,956.93
SUBTOTAL: FEE	$ 1,846,397.53

Subtotal: Training and Education	UPTON REQUEST
Subtotal: Consulting Services	UPON REQUEST

This quotation is subject to management approval

TOTAL* $	**1,846,397.53**

Estimated Second Year Support Cost: $366,252.63

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34

NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please reference Mythics Estimate Number Estimate Number: and include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of :
Oracle Master Agreement 226883

2. Payment Terms:
License: Net 30
Support: QIA

Fax order to 757-412-1060 or email to cbrown@mythics.com

Your Name	West Virginia Department Of Health & Human Resources	**Your Contact**	Roberta Wagner
Your Location	1 Davis Square Suite 100 East Charleston, WV 25301	**Phone Number**	+1 (304) 558-0437
		Email Address	Roberta.wagner@wvdhhr.gov

Oracle PartnerNetwork members that distribute Oracle Programs and/or Integrated Software Options are obligated to tell you the name of the Oracle Program and/or Integrated Software Option that you are licensing, the license metric and the term designation. The format is <product name> - <licensing metric / term designation>.

For example:

Product Name - License Metric / Term Designation	Quantity
Oracle WebLogic Suite - Processor Perpetual	19
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	18
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	6
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	6
Oracle Database Enterprise Edition - Processor Perpetual	30
Oracle Database Standard Edition 2 - Processor Perpetual	2
Oracle Diagnostics Pack - Processor Perpetual	11
Oracle Tuning Pack - Processor Perpetual	11
Oracle Database Lifecycle Management Pack - Processor Perpetual	4
Oracle Advanced Security - Processor Perpetual	6
Oracle Advanced Compression - Processor Perpetual	6
Oracle WebLogic Suite - Named User Plus Perpetual	70
Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	20
Oracle Database Enterprise Edition - Named User Plus Perpetual	45
Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual	20
Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual	20
Oracle Internet Developer Suite - Named User Plus Perpetual	2

If you have questions about your license grant for Oracle Programs and/or Integrated Software Options please contact the Oracle PartnerNetwork member from which you licensed the Oracle Programs and/or Integrated Software Options.

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the agreement specified below between you and Oracle America, Inc. hereinafter "Oracle", and all amendments and addenda thereto (the "agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

Agreement: *Oracle Master Agreement*

Agreement Name: *US-OMA-226823*

2.   Modifications to the Master Agreement

To fully understand your license grant for Oracle Programs and/or Integrated Software Options you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below. You agree that the following terms apply to the products which you have ordered from an Oracle PartnerNetwork member.

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but 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.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Named User Plus / Named User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

Technical Support: For purposes of the ordering document, technical support consists of annual technical support services You may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 3% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

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

Term Designation: If Your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover.** Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.

Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Advanced Security, Advanced Compression **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack	Oracle Database Enterprise Edition
WebLogic Suite Options**- Suite for Oracle Middleware	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition	Associated application server Program being managed by the Program in Column A.

*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.
** If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

West Virginia Department Of Health & Human Resources

Oracle America, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Signature Date _____

Signature Date _____

_____
Effective Date (to be completed by Oracle)

Accepted:

WV Attorney General's Office

By: _____

Its: _____

Date: _____

**West Virginia Department of
Administration Purchasing Division**

By: _____

Its: _____

Date: _____

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: **Mythics, Inc.**
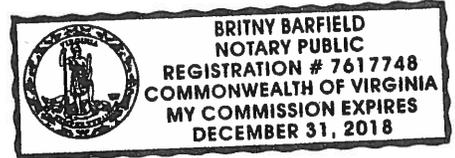
Authorized Signature: _(signature)_ Date: **4/11/2016**

State of **Virginia**

County of **Virginia Beach**, to-wit:

Taken, subscribed, and sworn to before me this ⁱⁱᵗʰ day of **April**, 20 **16**.

My Commission expires _December 31,_ 20 **18**.

AFFIX SEAL HERE   NOTARY PUBLIC _(signature)_

BRITNY BARFIELD
NOTARY PUBLIC
REGISTRATION # 7617748
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2018

Purchasing Affidavit (Revised 08/01/2015)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.
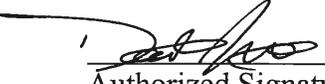
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

☐ Addendum No. 1   ☐ Addendum No. 6

☐ Addendum No. 2   ☐ Addendum No. 7

☐ Addendum No. 3   ☐ Addendum No. 8

☐ Addendum No. 4   ☐ Addendum No. 9

☐ Addendum No. 5   ☐ Addendum No. 10

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

Mythics, Inc.
Company

Deonte J. Watters, Contracts Manager
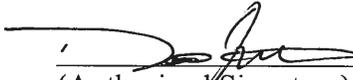Authorized Signature

4/11/2016
Date

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

CERTIFICATIONAND SIGNATURE PAGE

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

Mythics, Inc.
_____
(Company)

_____ Deonte J. Watters, Contracts Manager
(Authorized Signature) (Representative Name, Title)

757-412-4362   /   757-412-1060   4/11/2016
_____
(Phone Number) (Fax Number) (Date)

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 196116	
Doc Description: Oracle or Equal Software Licenses, Maintenance & Support	
Proc Type: Central Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No		Version
2016-03-31	2016-04-14 13:30:00	CRFQ	0511 HHR1600000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Signature X _(signed)_   Dale E. Darr, VP of Contracts **FEIN #** 541987871   **DATE** 4/13/2016

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

FORM ID : WV-PRC-CRFQ-001