

CONTRACT #11
RFS # 317.03-13407
Edison # 20713

**Department of Finance and
Administration
Enterprise Resource Planning**

VENDOR:
Oracle America, Inc.



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2978
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

SANDY GRAF
DIRECTOR

MEMORANDUM

TO: Leni S. Chick, Contract and Audit Coordinator

FROM: Sandy Graf, Edison Director

DATE: May 13, 2016

SUBJECT: Summary Letter for Oracle America Inc. Contract Amendment

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request for Contract # 20713 (previously 11059, STARS Contract # FA-07-16893-00) with Oracle America Inc. As outlined in the Amendment documentation, the amendment extends the software agreement by outlining the specific costs for one additional year of software maintenance. At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor's product after five years. The terms of this amendment are to continue ongoing technical support, maintenance, and software upgrades for one year.

The amendment adds funding to the maximum contract liability for ongoing software license and support as set forth in the contract implemented with Edison.

The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

Please let me know if you need additional information. Thank you.

SG

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandy Strickland Blackwell	*Contact Phone:	615-253-2798		
*Presenter's name(s):	Sandy Graf				
Edison Contract Number: <i>(if applicable)</i>	20713	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	07/25/2006	*Current or Proposed End Date:	07/24/2016		
Current Request Amendment Number: <i>(if applicable)</i>	06				
Proposed Amendment Effective Date: <i>(if applicable)</i>	07/25/2016				
*Department Submitting:	Finance and Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	05/13/2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Oracle America, Inc.				
*Current or Proposed Maximum Liability:	\$17,421,48.56				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: Prior to 2013	FY: 2013	FY: 2014	FY: 2015	FY: 2016	
\$11,518,984.06	\$1,367,829.66	\$1,316,697.99	\$1,301,032.75	\$1,327,053.00	
FY: 2017	FY:	FY:	FY:	FY:	
\$589,881.10					
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: Prior to 2013	FY: 2013	FY: 2014	FY: 2015	FY: 2016	
\$11,518,984.06	\$1,367,829.80	\$1,316,697.81	\$1,301,032.57	\$993,665.11	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			State funds were used from the Systems Development fund, which all carry forward until spent. Interdepartmental funds are from an internal service fund which closes		

Supplemental Documentation Required for
Fiscal Review Committee

		each year to fund balance.	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Contract expenditures have not exceeded the contract maximum liability.	
*Contract Funding Source/Amount:			
State:	\$8,218,048.87	Federal:	
<i>Interdepartmental</i> :	\$9,203,429.69	<i>Other</i> :	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		Agencies are billed on a transactional basis as part of the monthly Edison billing cycle.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Amendment 01 – July 2010		Changed Name	
Amendment 02 – January 2011		Added Illegal Immigrant Contract Language	
Amendment 03 – July 2011		Extended Contract for One Year	
Amendment 04 – July 2012		Extended Contract for One Year	
Amendment 05 – July 2013		Extended Contract for Three Years	
Method of Original Award: <i>(if applicable)</i>		RFP 317.03-134 – Alternative Competitive Procurement	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		N/A – This contract was part of original ERP offering. This amendment covers ongoing technical support, maintenance, and any software upgrades.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor’s product after five years. The terms of this amendment are to continue ongoing technical support, maintenance, and software upgrades for the one year.	

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Prior to FY 2016	\$8,218,048.87		7,286,495.37		\$15,504,544.24
2016	0		1,327,052.52		\$1,327,052.52
2017	0		1,347,592.68		\$1,347,592.68
2018	0		594,549.37		594,549.37
TOTAL:	\$8,218,048.87		10,555,689.94		\$18,773,738.81

\$18,773,738.81

Contract Summary

	Contract Summary Sheet	Sheet	Actual Spend	
Prior to FY 2013	8,218,048.87	3,300,935.19	11,518,984.06	
2013		1,367,829.66	1,367,829.80	(0.14)
2014		1,316,697.99	1,316,697.81	0.18
2015		1,301,032.75	1,301,032.57	0.18
2016		1,327,053.00	1,327,052.52	0.48
2017		589,881.10		589,881.10
	<u>8,218,048.87</u>	<u>9,203,429.69</u>	<u>16,831,596.76</u>	<u>589,881.80</u>

Contract Spend

Prior to FY 2013	State	8,218,048.87	
	Interdepartmental	<u>3,300,935.19</u>	11,518,984.06
	Maintenance --		
2013	Interdepartmental	<u>1,367,829.80</u>	1,367,829.80
	Maintenance --		
2014	Interdepartmental	<u>1,316,697.81</u>	1,316,697.81
	Maintenance --		
2015	Interdepartmental	<u>1,301,032.57</u>	1,301,032.57

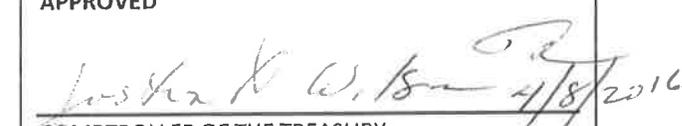
Maintenance --		
2016 Interdepartmental	993,655.11	
May Payment	<u>333,397.41</u>	1,327,052.52
Maintenance (Last Quarterly		
Payment for 2016 paid in		
2017 arrears) -- Interdepartmental	333,397.50	
New Maintenance	<u>1,014,195.18</u>	1,347,592.68
2018 New Maintenance	594,549.37	<u>594,549.37</u>
		<u><u>18,773,738.81</u></u>

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprrs.Agsprsr@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury.

APPROVED
Kevin C. Bartels for
Michael F. Perry
 CHIEF PROCUREMENT OFFICER

Digitally signed by Kevin C. Bartels for Michael F. Perry
 DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US
 Date: 2016.04.07 09:34:25 -05'00'

APPROVED

 COMPTROLLER OF THE TREASURY

Agency request tracking #	31701-17003
1. Procuring Agency	Finance and Administration
2. Edison contract ID #	20713
3. Contractor or Grantee	Oracle America, Inc.
4. Contract's Effective Date	07/25/2006
5. Contract or grant contract's Term (with ALL options to extend exercised)	07/24/2017
6. Contract's Maximum Liability (with ALL options to extend exercised)	\$ 18,517,255.22
7. Citation and explanation of the rule(s) for which the exception is requested	Tenn. Comp. Rules & Regs, ch. 0690-03-01-.14 (2.c). Contract Type; Term Contract-General Edison requests an exception to deviate from the 60 month contract term limitation.
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	No new provisions are required for this Rule Exception Request.
9. Justification	Edison requests an exception to the 60 month contract term limitation for the Oracle (PeopleSoft) contract (20713) in order to continue ongoing licensing, technical support, maintenance, and software upgrades. This contract provides for the State's ERP software, PeopleSoft. This software application is the software used in the state's administrative processes and used widely across state government. Due to the breadth, depth, and scope the Edison application, continued use of the software and vendor technical support is needed. Continuing the vendor relationship for licensing, technical support, maintenance, and software upgrades is vital to Edison

operations. Without licensing and ongoing support, the quality of service provided to employees, vendors, and citizens would be severely limited or even eliminated.

Signature of Agency head or designee and date

Bobby Lee 3-17-16



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : Mark Rampey, STS Contracts
Department of Finance & Administration
E-mail : Mark.Rampey@tn.gov

FROM : Sandy Strickland Blackwell
E-mail : sandy.strickland@tn.gov

DATE : 03/15/2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	31701
Agency Contact (name, phone, e-mail)	Sandy Strickland Blackwell, 615-253-2798, sandy.strickland@tn.gov
Attachments Supporting Request (mark all applicable) Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	

Applicable RFS #**Information Systems Plan (ISP) Project Applicability**

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

Applicable – Approved ISP Project#

Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Edison is amending the current contract (20713) for the Enterprise Resource Planning software, PeopleSoft. The amendment is for one year of ongoing technical support, maintenance, and software upgrades. The amendment also covers Extended Support the Human Capital Management (HCM) application.

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	31701-17003	
1. Procuring Agency	31701	
2. Contractor	Oracle America, Inc.	
3. Edison contract ID #	20713	
4. Proposed amendment #	6	
5. Contract's Effective Date	07/25/2006	
6. Current end date	07/24/2016	
7. Proposed end date	07/24/2017	
8. Current Maximum Liability or Estimated Liability	\$ 17,421,478.56	
9. Proposed Maximum Liability or Estimated Liability	\$ 18,517,338.81	
10. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p style="text-align: center;">This amendment is for a one year extension for ongoing support, maintenance, and licensing of the Enterprise Resource Planning software, PeopleSoft.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.		

Agency request tracking #	31701-17003
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p data-bbox="435 352 1006 457"><i>Larry B. Martin</i> 3-21-16</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31701-17003	Edison ID 20713	Contract # FA-07-16893	Amendment # 6		
Contractor Legal Entity Name Oracle America, Inc.			Edison Vendor ID 1462		
Amendment Purpose & Effect(s) Enterprise Resource and Planning (ERP) software and support services. Amendment contract to add 1 year of Ongoing Technical Support.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 07/24/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 1,352,260.25		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Prior to FY 2016	\$8,218,048.87		\$7,286,495.37		\$15,504,544.24
2016			\$1,327,052.52		\$1,327,052.52
2017			\$1,347,592.68		\$1,347,592.68
2018			\$594,549.37		\$594,549.37
TOTAL:	\$8,218,048.87		\$10,555,689.94		\$18,773,738.81
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) FA00000112		Account Code (optional) 72201000			

**AMENDMENT SIX
OF CONTRACT FA-07-16983 (ED. #20713)
(Oracle Numbers: 2050793/5144523)**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "Licensee" and Oracle America, Inc., hereinafter referred to as the "Software Provider". For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the Licensee under this Contract exceed Eighteen Million, Seven Hundred Seventy-Three Thousand, Seven Hundred Thirty-Eight Dollars and Eighty-One Cents (\$18,773,738.81) ("Maximum Liability"). This Contract does not grant the Software Provider any exclusive rights. The Licensee does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Software Provider will only be paid for goods or services provided under this Contract after a purchase order is issued to Software Provider by the Licensee or as otherwise specified by this Contract.

2. Contract section C.2 is deleted in its entirety and replaced with the following:

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Software Provider for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor. Licensee shall issue a purchase order for any required services. All invoices shall be paid within 30 days of the invoice date.

3. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a. License Fees.

Core Software				
Payment Number	Description	Est. Pmt Mo	Payment Percentage	Payment Amount
	Total of payments made under the Contract and amendments thereto prior to July 25, 2015 (payments through Year 9 Annual Core Software Technical Support Fees).			\$14,152,175.44
	Annual Technical Support Fees below include technical support for the Travel software.			
16	Annual Core Software Technical Support Fees (Year 10: 7/25/2015 – 7/24/16), to be paid in four quarterly installments of \$265,048.25, in arrears.	Qtrly	100%	\$1,060,193.00

17	Annual Core Software Technical Support Fees (Year 11: 7/25/2016 – 7/24/2017), to be paid in three quarterly installments of \$268,758.92 and one quarterly installment of \$268,758.94 in arrears.	Qtrly	100%	\$1,075,035.70
	Total Software, Consulting, Training, and Technical Support Fees			\$16,287,404.14

Optional Software – Data Warehouse & Travel Software Technical Support					
Payment Number	Description	Est. Pmt Mo	Payment Percentage	Payment Amount (Data Whse.)	Payment Amount (Travel)
	With the completion of Year 5, the State discontinued the use of the Data Warehouse. Therefore, there are no further payments to be made related to Data Warehouse. Future Travel Software Technical Support fees are included within the Core Software Technical Support Fees from the above table.				
	Data Warehouse and Travel Software Technical Support (through Year 6) - Total of payments made under the Contract and amendments thereto prior to the Amendment Five Effective Date.			\$ 767,667.60	\$ 245,949.14

Optional Software – Business Intelligence Technical Support				
Payment Number	Optional Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount (BI)
1	Annual BI Technical Support Fees (Year 7: 7/25/12 – 7/24/13), to be paid in three installments of \$64,407.11 and one installment of \$64,407.13, in arrears.	Qtrly	100%	\$257,628.46
2	Annual BI Technical Support Fees (Year 8: 7/25/13 – 7/24/14), to be paid in four quarterly installments of \$65,695.25, in arrears.	Qtrly	100%	\$262,781.00
3	Annual BI Technical Support Fees (Year 9: 7/25/14 – 7/24/15), to be paid in four quarterly installments of \$67,009.25, in arrears.	Qtrly	100%	\$268,037.00

4	Annual BI Technical Support Fees (Year 10: 7/25/15 – 7/24/16), to be paid in four quarterly installments of \$68,349.25, in arrears.	Qtrly	100%	\$273,397.00
5	Annual BI Technical Support Fees (Year 11: 7/25/16 – 7/24/17), to be paid in three quarterly installments of \$69,306.14 and one quarterly installment of \$69,306.13, in arrears.	Qtrly	100%	\$277,224.55
	BI Total Technical Support Fees			\$1,339,068.01

i. Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Contract shall be for a period of 12 months. Technical Support acquired under this Contract for all Software may be renewed annually for the same Software (listed in Attachment A) for Years 1 through 5 for the amounts listed above, provided Licensee continuously maintains Technical Support for such Software. Licensee may continue to renew Technical Support annually after Year 5 for the same Software. For purposes of Technical Support, the State does not expect the life of the Software to extend beyond 20 years.

ii. For Contract Year 12 and for subsequent Contract Years, Software Provider agrees that any increases in Annual Core Software Technical Support Fees or Annual BI Technical Support Fees that the Software Provider may wish to make shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. The Licensee and the Software Provider acknowledge that the sample period for determining the CPI percentage is subject to the necessary lead-time required to process the applicable amendment documentation, as well as the customary delay in the publication of CPI data; the Licensee shall select a sample period that is as close as reasonably possible to the desired applicable amendment effective date, given the aforementioned lead-time and delays. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

4. The following is added as Contract Section D.15:

D.15 Tennessee Department of Revenue Registration. The Software Provider shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

5. The following is added as Contract Section D.16:

D.16 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

Required Approvals. The State is not bound by this Amendment Six until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). The State will promptly notify the Software Provider as provided herein of the date of final approval.

Amendment Six Effective Date. The revisions set forth herein shall be effective July 25, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY B. MARTIN, COMMISSIONER

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Steve Southerland
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Mark White, Vice-Chairman

Representatives

Charles Curtiss Pat Marsh
Jeremy Faison Mark Pody
Brenda Gilmore David Shepard
Matthew Hill Tim Wirgau
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: Mike Perry, Chief Procurement Officer
 Department of General Services

FROM: Senator Bill Ketron, Chairman
 Representative Mark White, Vice-Chairman

DATE: June 12, 2013

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 6/11/13)

BK
MW

RFS# 317.03-13407 (Edison # 20713)

Department: Finance and Administration

Division: Enterprise Resource Planning (ERP)

Vendor: Oracle America, Inc.

Summary: The vendor is responsible for software maintenance for the Edison project. The proposed amendment increases the maximum liability by \$3,922,837 to provide funding for three additional years of software support.

Current maximum liability: \$13,498,642

Proposed maximum liability: \$17,421,479

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sandy Graf, Director, ERP



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Steve Southerland
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Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: Mike Perry, Chief Procurement Officer
 Department of General Services

FROM: Senator Bill Ketron, Chairman BK
 Representative Mark White, Vice-Chairman MW

DATE: June 12, 2013

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 6/10/13)

RFS# 317.03-13407 (Edison # 20713)

Department: Finance and Administration

Division: Enterprise Resource Planning (ERP)

Vendor: Oracle America, Inc.

Summary: The vendor is responsible for software maintenance for the Edison project. The proposed amendment increases the maximum liability by \$3,922,837 to provide funding for three additional years of software support.

Current maximum liability: \$13,498,642

Proposed maximum liability: \$17,421,479

After review, the Fiscal Review Committee voted to postpone action on the contract amendment until after the Edison Update Presentation at the next scheduled meeting.

cc: Ms. Sandy Graf, Director, ERP



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2978
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

SANDY GRAF
DIRECTOR

MEMORANDUM

TO: Mr. Lucian Geise, Executive Director, Fiscal Review Committee

FROM: Sandy Graf, Edison Director

DATE: May 22, 2013

SUBJECT: Summary Letter for Oracle America Inc. Contract Amendment

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request for Contract # 20713 (previously 11059, STARS Contract # FA-07-16893-00) with Oracle America Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment extends the perpetual software agreement by outlining the specific costs for three additional years of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software license and support as set forth in the contract implemented with Edison.

The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

Please let me know if you need additional information. Thank you.

SG

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandy Graf	*Contact Phone:	615-253-2978		
*Original Contract Number:	FA-07-16893	*Original RFS Number:	317.03-134-07		
Edison Contract Number: <i>(if applicable)</i>	20713 (formerly 11059)	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	07/25/2006	*Current End Date:	Perpetual		
Current Request Amendment Number: <i>(if applicable)</i>	05				
Proposed Amendment Effective Date: <i>(if applicable)</i>	07/25/2013				
*Department Submitting:	Finance & Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	05/22/2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Oracle America Inc.				
*Current Maximum Liability:	\$13,498,641.56				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$6,679,438.23	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,165,577.27
FY:2013					
\$1,449,011.14					
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$5,835,507.61	\$1,270,393.45	\$1,112,147.81	\$858,677.69	\$1,313,941.37	\$1,128,316.13
FY:2013					
\$1,012,485.42					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			State funds used were from the Systems Development fund, which all carry forward until spent. Interdepartmental funds are from an internal service fund which closes each year to fund balance.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was			Contract expenditures have not exceeded the contract maximum liability.		

Supplemental Documentation Required for Fiscal Review Committee

acquired to pay the overage:	
<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p>	

*Contract Funding	State:	\$8,218,048.87	Federal:	
Interdepartmental:	\$9,203,429.69		<i>Other:</i>	
If “ <i>other</i> ” please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
01	Purchase and Name Change			
02	Added Illegal Immigrant Language			
03	Extended Contract for One Year			
04	Extended Contract for One Year			
Method of Original Award: <i>(if applicable)</i>			RFP 317.03-134 - Alternative Competitive Procurement	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			N/A – This contract was always intended to be a perpetual contract to cover ongoing software maintenance.	

**Supplemental Documentation Required for
Fiscal Review Committee**

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
See attached Contract Amendment section C.3.a for the planned expenditures by fiscal year.					
Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
Prior to Edison implementation, the State was faced with the challenge of maintaining multiple, stand-alone, highly customized legacy mainframe systems to support core administrative business processes for HR, payroll, financials and procurement. With the implementation of Edison, an enterprise-wide Web-based system, the State is now positioned to achieve administrative efficiencies and cost savings through greater system integration, expanded use of employee and manager self-service, and significantly increased flexibility in responding quickly to policy and legal changes. The Edison framework will also allow the State to leverage advanced business intelligence software for identifying, tracking and evaluating historical business trends over time. This amendment is for ongoing software support for the next three years..					
Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor's products after five years. The original contract was perpetual for this reason. Any other procurement options other than continuing to invest in annual support from Oracle would be cost prohibitive.					

CONTRACT FA-07-16893 (#20713) AMENDMENT 5 - CONTRACT & SPEND SUMMARY

CONTRACT AMENDMENT SUMMARY			
Software Type	Total by Software Type	Contract Summary by Year	
Prior Contract Amount*	\$13,498,641.56	<u>\$13,498,641.56</u>	Total Prior Yrs
2014 Core Software	\$1,019,024.00		
2014 Optional BI Software	\$262,781.00	<u>\$1,281,805.00</u>	2014 Total
2015 Core Software	\$1,039,405.00		
2015 Opt BI Software	\$268,037.00	<u>\$1,307,442.00</u>	2015 Total
2016 Core Software	\$1,060,193.00		
2016 Opt BI Software	\$273,397.00	<u>\$1,333,590.00</u>	2016 Total
Subtotal 2014-16 (Add'l Cost)		<u><u>\$3,922,837.00</u></u>	
Total Contract Amount	\$17,421,478.56	\$17,421,478.56	

*Includes \$133,649.92 unused travel compensation and \$122,833.68 other unspent authority

CONTRACT SPEND SUMMARY	
Contract Summary Amd 5	Contract Amount
Pre 2013	\$11,518,984.06
2013*	\$1,367,829.66
2014	\$1,316,697.99
2015	\$1,301,032.75
2016	\$1,327,053.00
2017	\$589,881.10
	\$17,421,478.56

*Includes pending 3rd 2013 payment of \$355,344.24

Spent Funds by Fiscal Year	
FY 2013*	1,367,829.66
FY 2012	1,128,316.13
FY 2011	1,313,941.37
FY 2010	858,677.69
<i>Interdept Funds YTD*</i>	<i>4,668,764.85</i>
FY 2009	1,112,147.81
FY 2008	1,270,393.45
FY 2007	5,835,507.61
<i>State Funds FY 2007-09</i>	<i>8,218,048.87</i>
Contract Spend as of 5/21/13*	12,886,813.72

*Includes pending FY 2013 3rd payment of \$355,344.24

Interdepartmental Funds YTD & Projected through 2017	
2013 YTD	\$4,668,764.85
FY 2014-17	\$4,534,664.84
Total	\$9,203,429.69

PROJECTED EXPENDITURE DETAIL 2014 - 2017

Final Qtr Payment for Contract Year 2013 made in FY 2014

Core Application Support	249,760.83
Extended Support	41,176.28
Optional BI Support	64,407.13
Total	355,344.24

Quarterly Payment Breakdown Per Year for Years Covered by Amendment					
Fiscal Year	Quarterly Payment September	Quarterly Payment November	Quarterly Payment February	Quarterly Payment May	Total
2014	355,344.24	320,451.25	320,451.25	320,451.25	1,316,697.99
2015	320,451.25	326,860.50	326,860.50	326,860.50	1,301,032.75
2016	326,860.50	333,397.50	333,397.50	333,397.50	1,327,053.00
2017*	589,881.10				589,881.10
					4,534,664.84

FY 2017 Balance Summary*	
1. Final payment in FY 2017	\$333,397.50
2. Unspent travel	\$133,649.92
3. Other unspent authority	\$122,833.68
Subtotal unspent authority	\$256,483.60
Total Balance	\$589,881.10

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	7,048.97	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00053178	41528158	8/20/2012	2013
31701	281,460.01	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00053179	41528341	8/20/2012	2013
31701	7,628.09	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00055157	41888727	11/29/2012	2013
31701	64,407.12	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00055156	41888872	11/29/2012	2013
31701	290,937.26	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00055155	41886807	11/29/2012	2013
31701	5,659.59	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00056178	41888728	1/25/2013	2013
31701	64,407.12	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00056511	41888873	2/27/2013	2013
31701	290,937.26	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000019408	00056512	41886806	2/27/2013	2013
	1,012,485.42									2013 Total
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015084	00042713	41185681	8/18/2011	2012
31701	236,979.47	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015090	00042714	41188280	8/18/2011	2012
31701	7,048.99	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00046596	41528159	11/18/2011	2012
31701	281,460.35	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00046597	41528342	11/18/2011	2012
31701	281,460.35	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00049396	41528340	2/22/2012	2012
31701	7,048.99	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00050121	41528157	3/26/2012	2012
31701	7,048.99	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00051232	41528156	5/21/2012	2012
31701	281,460.35	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00051228	41528339	5/21/2012	2012
	1,128,316.13									2012 Total
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000010346	00027383	41046472	9/13/2010	2011
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000010350	00027390	41046474	9/13/2010	2011
31701	236,979.47	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000010349	00027385	41042868	9/13/2010	2011
31701	236,979.90	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000010347	00027381	41042866	9/13/2010	2011
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000011347	00030296	41185682	11/18/2010	2011
31701	236,979.90	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000011348	00030321	41188279	11/18/2010	2011
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000012442	00034294	41185680	2/17/2011	2011
31701	236,979.00	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000012443	00034295	41188281	2/17/2011	2011
31701	25,808.64	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000013601	00038562	41185679	5/19/2011	2011
31701	236,979.90	000000000000000000020713	0000001462	Oracle America Inc	DFA	0000013602	00038563	41188282	5/19/2011	2011
	1,313,941.37									2011 Total
	3,454,742.92									Grand Total

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	25,808.64	000000000000000000011059	0000001418	Oracle Usa Inc	DFA	0000006050	00014500	41046475	12/10/2009	2010
31701	236,979.90	000000000000000000011059	0000001418	Oracle Usa Inc	DFA	0000006051	00014496	41042869	12/10/2009	2010
31701	25,808.64	000000000000000000011059	0000001418	Oracle Usa Inc	DFA	0000007043	00017441	41046473	2/23/2010	2010
31701	236,979.90	000000000000000000011059	0000001418	Oracle Usa Inc	DFA	0000007049	00017440	41042867	2/23/2010	2010
	525,577.08									2010 Total
	3,980,320.00									Grand Total

Department	Division	Funding Year	Fund	Document Number	Document Payment Amount
317	30	2010	15	FA0716893	320,789.08
317	30	2010	15	FA0716893	12,311.53
		2010 Total			333,100.61
317	30	2009	15	FA0716893	499,768.44
317	30	2009	15	FA0716893	606,950.72
317	30	2009	15	FA0716893	5,428.65
		2009 Total			1,112,147.81
317	30	2008	15	FA0716893	1,033,413.55
317	30	2008	15	FA0716893	236,979.90
		2008 Total			1,270,393.45
317	30	2007	15	FA0716893	5,835,507.61
		2007 Total			5,835,507.61
		Grand Total			8,551,149.48

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Assors.Assors@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	31703-13407	
1. Procuring Agency	Finance and Administration	
2. Contractor	Oracle America, Inc.	
3. Contract #	FA-07-16893	
4. Proposed Amendment #	05	
5. Edison ID #	20713 (formerly 11059)	
6. Contract Begin Date	July 25, 2006	
7. Current Contract End Date - with ALL options to extend exercised	Perpetual (For Edison Purposes: 06/30/2013)	
8. Proposed Contract End Date - with ALL options to extend exercised	Perpetual (For Edison Purposes: 06/30/2016)	
9. Current Maximum Contract Cost - with ALL options to extend exercised	\$ 13,498,641.56	
10. Proposed Maximum Contract Cost - with ALL options to extend exercised	\$ 17,421,478.56	
11. Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The amendment extends the perpetual software agreement for three years of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software maintenance, which provides software enhancements, technical support, bug fixes, and patches to the PeopleSoft ERP suite of software and Oracle Business Intelligence software implemented as Edison.</p>	
15. Name & Address of the Contractor's Principal Owner(s) - NOT required for a TN state education institution		

MAE 32
7/24/2016

Request Tracking #	31703-13407
<p>Oracle America, Inc. 2333 Alexandria Drive Lexington, KY 40504</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The contractor has sufficient experience in providing software support as evidenced in our multiple year relationship and with other state and local government entities.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The original suite of Edison software products was competitively bid. No efforts were made to pursue competitive options for this amendment (see item 18 below).</p>	
<p>18. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>At the time of the competitive procurement for Enterprise Resource Planning software, the State anticipated a multi-year relationship with the awarded software providers. A significant investment in State resources has been made to configure, test, implement and train on the existing software solution. It is in the best interest of the State to continue this investment with annual software support which enables the State to continue to receive software updates, enhancements, bug fixes and support for this software solution.</p>	
<p>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</p> <p><i>Mark L. Embree 4/18/13</i></p> <p style="text-align: right;"><i>[Signature]</i></p>	



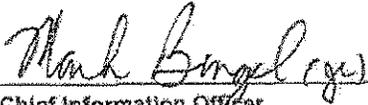
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Sandy Graf
E-mail : Sandy.Graf@tn.gov

DATE : April 17, 2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31703-13407
OIR Endorsement Signature & Date:
 Chief Information Officer 4/17/13
NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance and Administration
Agency Contact (name, phone, e-mail)	Sandy Graf, 253-2978, Sandy.Graf@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project# AG17Q (Applies to only part of contract amendment)	
Response Confirmed by IT Director/Staff (name): Sandy Graf / John Grove	

Applicable RFS # 31703-13407

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Enterprise Resource Planning (ERP) System, known as Edison.

Software provided by Oracle America, Inc.; PeopleSoft HR/Payroll, Procurement, Logistics, and other core software.



CONTRACT AMENDMENT

Agency Tracking # 31701-17004	Edison ID 20713	Contract # FA-07-16893	Amendment # 5		
Contractor Legal Entity Name Oracle America, Inc.			Edison Vendor ID 1462		
Amendment Purpose & Effect(s) Enterprise Resource Planning (ERP) software and support services. Amendment adds 3 years of core software technical support and business intelligence software technical support					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: Perpetual (For Edison Purposes: 07/24/2016)			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ \$3,922,837.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Prior 2013	8,218,048.87		3,300,935.19		11,518,984.06
2013			1,367,829.66		1,367,829.66
2014			1,316,697.99		1,316,697.99
2015			1,301,032.75		1,301,032.75
2016			1,327,053.00		1,327,053.00
2017			589,881.10		589,881.10
TOTAL:	8,218,048.87		9,203,429.69		\$17,421,478.56
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
Speed Chart (optional) FA00000112		Account Code (optional) 72201000			



**AMENDMENT FIVE
OF CONTRACT FA-07-16893 (ED. # 20713)
(Oracle Numbers: 2050793/5144523)**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" or "Licensee," and Oracle America, Inc., hereinafter referred to as the "Software Provider." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of Licensee under this Contract exceed Seventeen Million, Four Hundred Twenty-One Thousand, Four Hundred Seventy-Eight Dollars and Fifty-Six Cents (\$17,421,478.56) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider, with the exception of Contract Section C.4.

The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract. Licensee shall issue a purchase order for the Software and any required services.

2. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a. **License Fees.**

Core Software				
Payment Number	Description	Est. Pmt Mo	Payment Percentage	Payment Amount
	Total of payments made under the Contract and amendments thereto prior to July 25, 2013 (the "Amendment Five Effective Date").			\$ 10,916,710.41
	Annual Technical Support Fees below include technical support for the Travel software.			
12	Annual Technical Support Fees (Year 7: 7/25/2012 – 7/24/13), to be paid in three quarterly installments of \$249,760.80 and one quarterly installment of \$249,760.83, in arrears.	Qtrly	100%	\$ 999,043.23
13	Extended Core Software Support Fee – fee for continuing to support Core Software for which the State has not installed current upgrades (Fees incurred during Year 7 of contract : 7/25/12 – 7/24/13) to be paid in two quarterly installments of \$47,820.12 and two quarterly installments of \$41,178.28 in arrears.	Qtrly	100%	\$ 177,992.80
14	Annual Core Software Technical Support Fees (Year 8: 7/25/2013 – 7/24/14), to be paid in four quarterly installments of \$254,756.00, in arrears.	Qtrly	100%	\$ 1,019,024.00
15	Annual Core Software Technical Support Fees (Year 9: 7/25/2014 – 7/24/15), to be paid in four quarterly	Qtrly	100%	\$ 1,039,405.00



	installments of \$259,851.25, in arrears.			
16	Annual Core Software Technical Support Fees (Year 10: 7/25/2015 – 7/24/16), to be paid in four quarterly installments of \$265,048.25, in arrears.	Qtrly	100%	\$ 1,060,193.00
	Total Software, Consulting, Training, and Technical Support Fees			\$ 15,212,368.44

Optional Software – Data Warehouse & Travel Software Technical Support					
Payment Number	Description	Est. Pmt Mo	Payment Percentage	Payment Amount (Data Whse.)	Payment Amount (Travel)
	With the completion of Year 5, the State discontinued the use of the Data Warehouse. Therefore, there are no further payments to be made related to Data Warehouse.				
	Future Travel Software Technical Support fees are included within the Core Software Technical Support Fees from the above table.				
	Data Warehouse and Travel Software Technical Support (through Year 5) - Total of payments made under the Contract and amendments thereto prior to the Amendment Five Effective Date.			\$ 767,687.60	\$ 245,949.14

Optional Software – Business Intelligence Technical Support				
Payment Number	Optional Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount (BI)
1	Annual BI Technical Support Fees (Year 7: 7/25/12 – 7/24/13), to be paid in three installments of \$84,407.11 and one installment of \$84,407.13, in arrears.	Qtrly	100%	\$ 257,628.46
2	Annual BI Technical Support Fees (Year 8: 7/25/13 – 7/24/14), to be paid in four quarterly installments of \$65,895.25, in arrears.	Qtrly	100%	\$ 262,781.00
3	Annual BI Technical Support Fees (Year 9: 7/25/14 – 7/24/15), to be paid in four quarterly installments of \$67,009.25, in arrears.	Qtrly	100%	\$ 268,037.00
4	Annual BI Technical Support Fees (Year 10: 7/25/15 – 7/24/16), to be paid in four quarterly installments of \$68,349.25, in arrears.	Qtrly	100%	\$ 273,397.00
	BI Total Technical Support Fees			\$1,061,843.46

- i. Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Contract shall be for a period of 12 months. Technical



Support acquired under this Contract for all Software may be renewed annually for the same Software (listed in Attachment A) for Years 1 through 5 for the amounts listed above, provided Licensee continuously maintains Technical Support for such Software. Licensee may continue to renew Technical Support annually after Year 5 for the same Software. For purposes of Technical Support, the State does not expect the life of the Software to extend beyond 20 years.

- ii. With regard to Core Software, for Contract Years 8 through 10 in the table above, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Annual Core Technical Support Fees, using the Year 7 fee as the base to perform the subsequent year calculations. The 2.0% figure was derived using February 2012 and February 2013 as the bases for the CPI calculation.
- iii. With regard to Business Intelligence, for Contract Years 8 through 10 in the table above, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Annual BI Technical Support Fees, using the Year 7 fee as the base to perform the subsequent year calculations. The 2.0% figure was derived using February 2012 and February 2013 as the bases for the CPI calculation.
- iv. For Contract Year 11 and for subsequent Contract Years, Software Provider agrees that any increases in Annual Core Software Technical Support Fees or Annual BI Technical Support Fees that the Software Provider may wish to make shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. The Licensee and the Software Provider acknowledge that the sample period for determining the CPI percentage is subject to the necessary lead-time required to process the applicable amendment documentation, as well as the customary delay in the publication of CPI data; the Licensee shall select a sample period that is as close as reasonably possible to the desired applicable amendment effective date, given the aforementioned lead-time and delays. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

Required Approvals. The State is not bound by this Amendment until it is signed by the Contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 25, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC.:

Elizabeth Johnson 7/11/2013
 SIGNATURE DATE

Elizabeth Johnson, Director, N. America Services Deal Management
 PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Larry B. Martin 7-10-13
 LARRY B. MARTIN, COMMISSIONER MOA DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: The Honorable Mark Emkes, Commissioner
 Department of Finance and Administration

FROM: Senator Bill Ketron, Chairman 
 Representative Curtis Johnson, Vice-Chairman 

DATE: July 10, 2012

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 7/9//12)

RFS# 317.03-13407 (Edison # 20713)

Department: Finance and Administration

Division: Enterprise Resource Planning (ERP)

Vendor: Oracle America, Inc.

Summary: The vendor is responsible for software maintenance for the Edison project. The proposed amendment increases the maximum liability by \$1,449,011; adds fees for year seven of the contract and for the optional Business Intelligence Enterprise Technical Support; increases the cap for travel-related compensation by \$14,347; and updates the contract contact information.

Current maximum liability: \$12,049,630

Proposed maximum liability: \$13,498,642

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sandy Graf, Director, ERP
 Ms. Jessica Robertson, Chief Procurement Officer



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2978
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

SANDY GRAF
DIRECTOR

MEMORANDUM

TO: Mr. Lucian Geise, Executive Director, Fiscal Review Committee

FROM: Sandy Graf, Edison Director 

DATE: June 22, 2012

SUBJECT: Summary Letter for Oracle America Inc. Contract Amendment

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request for Contract # 20713 (previously 11059, STARS Contract # FA-07-16893-00) with Oracle America Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment extends the perpetual software agreement by outlining the specific costs for one year of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software license and support as set forth in the contract implemented with Edison.

The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

Please let me know if you need additional information. Thank you.

SG



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2978
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

SANDY GRAF
DIRECTOR

MEMORANDUM

TO: Jessica Robertson, Chief Procurement Officer
Central Procurement Office

FROM: Sandy Graf, Edison Project Director

DATE: June 22, 2012

SUBJECT: Justification for Oracle America, Inc. Contract Amendment Effective Date
- Less Than 60 Days

This memo is to provide justification for the requested contract amendment effective date for Contract # 20713 (previously Contract # 11059; STARS Contract # FA-07-16893-00) with Oracle America, Inc.. As outlined in the Request for Non-Competitive Amendment documentation, the amendment adds funding for year seven of annual software support. We request the amendment be effective upon final approval to enable us to continue to receive vendor software support without interruption or delay. This request is not within the requested 60 day time frame because vendor negotiations on the support renewal took longer than expected.

Please let me know if you need additional information. Thank you.

SG

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandy Graf	*Contact Phone:	615-253-2978		
*Original Contract Number:	FA-07-16893	*Original RFS Number:	317.03-134-07		
Edison Contract Number: <i>(if applicable)</i>	20713 (formerly 11059)	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	07/25/2006	*Current End Date:	Perpetual		
Current Request Amendment Number: <i>(if applicable)</i>	04				
Proposed Amendment Effective Date: <i>(if applicable)</i>	Upon Final Approval				
*Department Submitting:	Finance & Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	06/22/2012				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Vendor negotiations				
*Contract Vendor Name:	Oracle America Inc.				
*Current Maximum Liability:	\$12,049,630.42				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$6,679,438.23	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,165,577.27
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$5,835,507.61	\$1,531,253.25	\$859,088.01	\$850,877.69	\$1,313,942.17	\$865,528.02
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures have not exceeded the contract maximum liability.		
*Contract Funding	State:	\$13,498,641.56	Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:		Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
01		Purchase and Name Change	
02		Added Illegal Immigrant Language	
03		Extended Contract for One Year	
Method of Original Award: <i>(if applicable)</i>		RFP 317.03-134 - Alternative	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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See attached Contract Amendment section C.3.a for the planned expenditures by fiscal year.

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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There are cost savings being realized as we continue to use and leverage the PeopleSoft solution and many intangible benefits of the HR, financial and procurement software implementation with improved productivity and efficiency in support of the State's core administrative business processes.

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
--	-----	-----	-----	-----	-----

Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
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Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
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At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another

Supplemental Documentation Required for
Fiscal Review Committee

vendor's products after five years. The original contract was perpetual for this reason. Any other procurement options other than continuing to invest in annual support from Oracle would be cost prohibitive.

Payments against a

Contract 8

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	ID.VOUCHER_ID	Year
31701	7,048.99	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00046596	2012
31701	7,048.99	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00050121	2012
31701	7,048.99	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015699	00051232	2012
31701	25,808.64	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015084	00042713	2012
31701	236,979.47	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015090	00042714	2012
31701	281,460.35	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00046597	2012
31701	281,460.35	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00049396	2012
31701	281,460.35	00000000000000000000000020713	0000001462	Oracle America Inc	DFA	0000015698	00051228	2012
	1,128,316.13							

Less 2011 contract payment (262,788.11)
 Contract Payments thru May 2012 865,528.02



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Sandy Graf
E-mail : Sandy.Graf@tn.gov

DATE : June 21, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31703-13407
OIR Endorsement Signature & Date:
 6/22/12
Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance and Administration
Agency Contact (name, phone, e-mail)	Sandy Graf, 253-2978, Sandy.Graf@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable— ISP Project# AG17Q (Applies to only part of contract amendment)	
Response Confirmed by IT Director/Staff (name): Sandy Graf / John Grove	

Applicable RFS # 31703-13407

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Enterprise Resource Planning (ERP) System, known as Edison.

Software provided by Oracle America, Inc.: PeopleSoft HR/Payroll, Procurement, Logistics, and other core software.

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	RFS 317.03-134-07	
1. Procuring Agency	Finance and Administration	
2. Contractor	Oracle America, Inc.	
3. Contract #	FA-07-16893	
4. Proposed Amendment #	04	
5. Edison ID #	20713 (formerly 11059)	
6. Contract Begin Date	Upon Final Approval	
7. Current Contract End Date – with ALL options to extend exercised	Perpetual	
8. Proposed Contract End Date – with ALL options to extend exercised	Perpetual	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 12,049,630.42	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 13,498,641.56	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The amendment extends the perpetual software agreement for one year of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software maintenance, which provides software enhancements, technical support, bug fixes, and patches to the PeopleSoft ERP suite of software implemented as Edison.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN.state education institution		

Request Tracking #	RFS 317.03-134-07
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The contractor has sufficient experience in providing software support as evidenced in our five year relationship and with other state and local government entities.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The original suite of Edison software products were competitively bid.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>At the time of the competitive procurement for Enterprise Resource Planning software, the State anticipated a multi-year relationship with the awarded software providers. A significant investment in State resources has been made to configure, test, implement and train on the existing software solution. It is in the best interest of the State to continue this investment with annual software support which enables the State to continue to receive software updates, enhancements, bug fixes and support for this software solution.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	



CONTRACT AMENDMENT

Agency Tracking # 31701-17004	Edison ID 20713	Contract # FA-07-16893	Amendment # 4
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Contractor Legal Entity Name Oracle America, Inc.	Edison Vendor ID 1462
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Amendment Purpose & Effect(s)
Enterprise Resource Planning (ERP) software and support services. Amendment adds 1 year of core software technical support and extended core software support

Amendment Changes Contract End Date: YES NO End Date: Perpetual

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$1,449,011.14

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
2012	\$1,165,577.27				\$1,165,577.27
2013	\$1,449,011.14				\$1,449,011.14
TOTAL:	\$13,498,641.56				\$13,498,641.56

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> 	<p>OCR USE</p> <p>FA0716893-04</p>	
	<table border="1"> <tr> <td>Speed Chart (optional) FA00000112</td> <td>Account Code (optional) 72201000</td> </tr> </table>	Speed Chart (optional) FA00000112
Speed Chart (optional) FA00000112	Account Code (optional) 72201000	



**AMENDMENT FOUR
OF CONTRACT FA-07-16893 (ED. # 20713)**

This Amendment Four (this "Amendment") to the Software License dated July 25, 2006, as amended by Amendment One dated July 30, 2010 and by Amendment Two dated January 28, 2011, and by Amendment Three dated July 25, 2011 (collectively, the "Contract") is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State", and Oracle America, Inc., hereinafter referred to as the "Software Provider." Capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Contract. It is mutually understood and agreed by and between said, undersigned contracting parties that the Contract is hereby amended as follows:

1. Contract section A.9 is deleted in its entirety and replaced with the following:

The following is added as Contract section A.9:

- A.9. Extended Support Fees for Core and Optional Software. Due to the multiple and extended Financial and Supply Chain Management (FSCM) implementation waves of agencies, it has been necessary for the State to delay the installation and implementation of future version upgrades of PeopleSoft. Until such time as the State performs the necessary upgrade(s), the State will pay the Software Provider fees for Extended Support, as detailed in Contract Section C.3.a to support the older software version(s), in accordance with Software Provider's support policies. After the State has performed such upgrades, the State will pay the Software Provider fees for Premier Support for such software, to the extent Premier Support is available for such products. The description of Premier Support is contained in Oracle's Software and Technical Support Policies, a current copy of which may be accessed at <http://oracle.com/contracts>.
- A.9.a Extended Support Fees for Human Capital Management Applications in Year 7. Oracle's Extended Support for Human Capital Management applications expires on December 31, 2012; contract fees for this support cover the time period between 7/25/12 and 12/31/12.
- A.9.b Extended Support Fees for Financial Supply Chain Management Applications in Year 7. Oracle's Extended Support for Financial Supply Chain Management applications is available through the entire contract year; contract fees for this support cover the time between 7/25/12 and 7/24/13.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of Licensee under this Contract exceed Thirteen Million, Four Hundred Ninety-Eight Thousand, Six Hundred Forty One Dollars and Fifty Six Cents (\$13,498,641.56) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider, with the exception of Contract Section C.4.

The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract. Licensee shall issue a purchase order for the Software and any required services.

3. Contract section C.3.a is deleted in its entirety and replaced with the following:



C.3.a. License Fees.

Core Software	Amount
HR/Payroll	
Human Resources – includes Benefits, Payroll, Insurance, Data Warehouse	\$577,972.97
Finance, Procurement, Logistics Software	
Financial Management	\$ 1,613,623.47
Purchasing	\$1,894,575.63
Oracle Consulting	\$ 50,000
Other Core Software	
User Productivity Kit for Finance and HR/Payroll	\$ 104,399.89
PeopleSoft Enterprise Portal	\$ 112,391.54
MicroFocus	\$ 5,760
Core Software License	\$ 4,358,723.50

Payment Number	Core Software Description	Est. Pmt. Mo.	Payment Percentage	Payment Amount
1	Initial Software Installation, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$2,154,361.75
2	Oracle Consulting, Installation Services, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	100%	\$ 50,000
3	Final Software Installation Payment	Nov-06	50%	\$2,154,361.75
4	Oracle University (Year 1), 35% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training. (Year 2 and Year 3), 20% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training.	N/A	Per usage	\$ 692,550.00
5	Annual Technical Support Fees (Year 1), to be paid in three quarterly installments of \$236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
6	Annual Technical Support Fees (Year 2), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
7	Annual Technical Support Fees (Year 3), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
8	Annual Technical Support Fees (Year 4), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
9	Annual Technical Support Fees (Year 5), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
10	Annual Technical Support Fees (Year 6: 7/25/2011 – 7/24/2012), to be paid in four quarterly installments of 239,038.25, in arrears	Qtrly	100%	\$ 956,153.00
11	Extended Core Software Support Fee – fee for continuing to support Core Software for which the State has not installed current upgrades, to be paid in three quarterly installments of 42,422.01 and one quarterly instalment of	Qtrly	100%	\$ 169,688.06

4,358,723.50



	42,422.03, in arrears.			
12	Annual Technical Support Fees (Year 7: 7/25/2012 – 7/24/13), to be paid in three quarterly installments of \$249,760.80 and one quarterly installment of \$249,760.83, in arrears.	Qtrly	100%	\$ 999,043.23
13	Extended Core Software Support Fee – fee for continuing to support Core Software for which the State has not installed current upgrades (Fees incurred during Year 7 of contract : 7/25/12 – 7/24/13) to be paid in two quarterly installments of \$47,820.12 and two quarterly installments of \$41,176.28 in arrears.	Qtrly	100%	\$ 177,992.80
	Total Software, Consulting, Training, and Technical Support Fees			\$12,093,746.44

Optional Software Description	Amount
Data Warehouse	\$ 365,556.00
Travel	\$103,692.00
Optional Software License	\$ 469,248.00

Payment Number	Optional Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount (Data Whse.)	Payment Amount (Travel)
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Nov-06	100%	\$ 365,556.00	\$ 103,692.00
2	Annual Technical Support Fees (Year 1), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
3	Annual Technical Support Fees (Year 2), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
4	Annual Technical Support Fees (Year 3), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
5	Annual Technical Support Fees (Year 4), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
6	Annual Technical Support Fees (Year 5), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
7	Annual Technical Support Fees (Year 6: 7/25/2011 – 7/24/2012), to be paid in three quarterly installments of 5,874.15.	Qtrly	100%		\$ 23,496.62



	and one quarterly installment of 5,874.17 in arrears				
8	Extended Optional Software Support Fee – fee for continuing to support Optional Software for which the State has not installed current upgrades, to be paid in four quarterly installments of 1,174.83, in arrears.	Qtrly	100%		\$ 4,699.32
	Total Software and Technical Support Fees			\$ 767,667.60	\$ 245,949.14

Optional Software Description	Amount
Business Intelligence Enterprise Technical Support	\$ 257,628.46

Payment Number	Optional Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount (B)
1	Annual Technical Support Fees (Year 7: 7/25/12 -- 7/24/13), to be paid in three installments of \$64,407.11 and one installment of \$64,407.13, in arrears.	Qtrly	100%	\$257,628.46
	Total Technical Support Fees			\$ 257,628.46

Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Contract shall be for a period of 12 months. Technical Support acquired under this Contract for all Software may be renewed annually for the same Software (listed in Attachment A) for Years 1 through 5 for the amounts listed above, provided Licensee continuously maintains Technical Support for such Software. Licensee may continue to renew Technical Support annually after Year 5 for the same Software. For purposes of Technical Support, the State does not expect the life of the Software to extend beyond 20 years.

Provided Licensee continuously maintains Technical Support for the Software, Software Provider agrees that the annual renewal fee for Technical Support for Years 6 through 20 shall not be greater than the increase in the Consumer Price Index (CPI) over the prior twelve month period. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

4. Contract section C.4 is deleted in its entirety and replaced with the following:

C.4. Travel Compensation: If the Software Provider is asked to travel at the State's request and such travel is approved by the Edison Project Director, compensation to the Software Provider for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and located on the State's website at <http://www.state.tn.us/finance/act/travel.html>. The Licensee's travel-related compensation to the Software Provider shall not exceed \$133,649.92 (the "Cap") over the life of this Contract. Notwithstanding the foregoing, should the Software Provider's travel-related expense estimate for travel requested by the State exceed the Cap, the parties hereby agree to amend the Contract to increase the Cap, by at least such estimated excess amount before the travel occurs.

The Software Provider must include (in addition to other invoice requirements of the Contract) a complete itemization of travel compensation requested in accordance with,



and attached to the invoice appropriate documentation and receipts as required by, the above-referenced "State Comprehensive Travel Regulations."

5. Contract section D.2 is deleted in its entirety and replaced with the following:

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Licensee:

Sandy Graf, Edison Project Director
Department of Finance and Administration, Enterprise Resource Planning Division
19th Floor, Snodgrass TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 253-2978
Fax: (615) 253-2980

The Software Provider:

Tommie Fern
Sales Vice President
Oracle America, Inc.
2333 Alexandria Drive
Lexington, KY 40504
Phone: (859) 514-6738
Fax: (859) 514-6737

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

This Amendment shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). The State will promptly notify the Software Provider as provided herein of the date of final approval. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC.: as Verified by: Paul Benoit, Support Sales Rep and Jennifer Spangler, Contract Manager

7/27/2012

SIGNATURE

DATE



Ariel Cocian, Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Mark A. Emkes

7-31-12

MARK A. EMKES, COMMISSIONER ^{MOA}

DATE

qc



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
 Curtis Johnson, Vice-Chairman, Fiscal Review Committee

BK CJ

DATE: July 13, 2011

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 7/12/11)

RFS# 317.03-13407 (Edison # 20713)

Department: Finance & Administration/Enterprise Resource Planning

Vendor: Oracle America, Inc.

Summary: The vendor currently provides software support and maintenance to the PeopleSoft enterprise resource planning suite of software implemented as Edison. The proposed amendment increases the maximum liability by \$1,165,577 to provide funding for an additional year of core software technical support.

Current maximum liability: \$10,844,053

Proposed maximum liability: \$12,049,630

After review, the Fiscal Review Committee voted to approve the contract amendment.

cc: Ms. Stephanie Dedmon, Director, Enterprise Resource Planning
 Ms. Jessica Robertson, Chief Procurement Officer
 Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2725
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

STEPHANIE DEDMON
DIRECTOR

MEMORANDUM

TO: Leni S. Chick, Fiscal Analyst, Fiscal Review Committee

FROM: Stephanie Dedmon, Edison Director 

DATE: July 1, 2011

SUBJECT: Summary Letter for Oracle America Inc. Contract Amendment

This memo is to request a contract amendment for Contract # 20713 (previously 11059, STARS Contract # FA-07-16893-00) with Oracle America Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment extends the perpetual software agreement by outlining the specific costs for one year of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software license and support as set forth in the contract implemented with Edison.

Please let me know if you need additional information. Thank you.

SD



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA PARKS AVENUE
NASHVILLE, TENNESSEE 37243
(615) 253-2725
FAX (615) 253-2980

MARK A. EMKES
COMMISSIONER

STEPHANIE DEDMON
DIRECTOR

MEMORANDUM

TO: Robert Barlow, Office of Contracts Review

FROM: Stephanie Dedmon, Edison Project Director 

DATE: July 1, 2011

SUBJECT: Justification for Oracle America, Inc. Contract Amendment Effective Date
- Less Than 60 Days

This memo is to provide justification for the requested contract amendment effective date for Contract #11059 (STARS Contract # FA-07-16893-00) with Oracle America, Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment adds funding for year six of annual software support. We request the amendment be effective upon final approval to enable us to continue to receive vendor software support without interruption or delay. This request is not within the requested 60 day time frame because vendor negotiations on the support renewal took longer than expected.

Please let me know if you need additional information. Thank you.

SD

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Stephanie Dedmon		*Contact Phone:	615-253-2725	
*Original Contract Number:	FA-07-16893		*Original RFS Number:	317.03-134-07	
Edison Contract Number: <i>(if applicable)</i>	20713 (formerly 11059)		Edison RFS Number: <i>(if applicable)</i>		
*Original Contract Begin Date:	07/25/2006		*Current End Date:	Perpetual	
Current Request Amendment Number: <i>(if applicable)</i>	03				
Proposed Amendment Effective Date: <i>(if applicable)</i>	Upon Final Approval				
*Department Submitting:	Finance & Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	07/01/2011				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Unplanned vendor negotiations				
*Contract Vendor Name:	Oracle America Inc.				
*Current Maximum Liability:	\$10,844,053.15				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY2011	FY
\$6,679,438.23	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY2011	FY
\$5,835,507.61	\$1,531,253.25	\$859,088.01	\$850,877.69	\$1,313,942.17	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures have not exceeded the contract maximum liability.		
*Contract Funding	State:	\$12,049,630.42	Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:		<i>Other:</i>	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
01		Purchase and Name Change	
02		Added Illegal Immigrant Language	
Method of Original Award: <i>(if applicable)</i>		RFP 317.03-134 - Alternative	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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See attached Contract Amendment section C.3.a for the planned expenditures by fiscal year.

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
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There are cost savings being realized as we continue to use and leverage the PeopleSoft solution and many intangible benefits of the HR, financial and procurement software implementation with improved productivity and efficiency in support of the State's core administrative business processes.

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another

Supplemental Documentation Required for
Fiscal Review Committee

vendor's products after five years. The original contract was perpetual for this reason. Any other procurement options other than continuing to invest in annual support from Oracle would be cost prohibitive.

STATE OF TENNESSEE
 STATEWIDE ACCOUNTING AND REPORTING SYSTEM
 SPENDING/RECEIPT PLAN YTD STATUS REPORT
 ACCOUNTING DATE 06/30/07

REPORT-ID: AG05B820-01
 02/25/08 (20:41) PY

FUND 15 SYSTEM DEVELOPMENT FUND
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS
 COST CENTER ORASL EDISON ORACLE - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
083	CONSULTING SERV	0.00	5,835,507.61	0.00	5,835,507.61	5,835,507.61-	0.00
08	PROFESSIONAL AN	0.00	5,835,507.61	0.00	5,835,507.61	5,835,507.61-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	5,835,507.61	0.00	5,835,507.61	5,835,507.61-	0.00
	TOTAL COMMITMENTS	0.00	5,835,507.61	0.00	5,835,507.61	5,835,507.61-	0.00

04/22/09 (07:56) PY

FUND 15 SYSTEM DEVELOPMENT FUND
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMI
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS
 COST CENTER ORASL EDISON ORACLE - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS		UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
				OBLIGATIONS	TOTAL YTD COMMITMENTS		
083	CONSULTING SERV	0.00	1,531,253.25	0.00	1,531,253.25	1,531,253.25-	0.00
08	PROFESSIONAL AN	0.00	1,531,253.25	0.00	1,531,253.25	1,531,253.25-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	1,531,253.25	0.00	1,531,253.25	1,531,253.25-	0.00
	TOTAL COMMITMENTS	0.00	1,531,253.25	0.00	1,531,253.25	1,531,253.25-	0.00

06/16/10 (18:59) PY

FUND 15 SYSTEM DEVELOPMENT FUND
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMI
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS
 COST CENTER ORASL EDISON ORACLE - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
08A	TRAVEL BY NON S	0.00	29,944.11	0.00	29,944.11	29,944.11-	0.00
083	CONSULTING SERV	0.00	829,143.90	0.00	829,143.90	829,143.90-	0.00
08	PROFESSIONAL AN	0.00	859,088.01	0.00	859,088.01	859,088.01-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	859,088.01	0.00	859,088.01	859,088.01-	0.00
	TOTAL COMMITMENTS	0.00	859,088.01	0.00	859,088.01	859,088.01-	0.00

04/18/11 (07:37) PY

FUND 15 SYSTEM DEVELOPMENT FUND
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS
 COST CENTER ORASL EDISON ORACLE - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
083	CONSULTING SERV	0.00	325,300.61	0.00	325,300.61	325,300.61-	0.00
08	PROFESSIONAL AN	0.00	325,300.61	0.00	325,300.61	325,300.61-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	325,300.61	0.00	325,300.61	325,300.61-	0.00
	TOTAL COMMITMENTS	0.00	325,300.61	0.00	325,300.61	325,300.61-	0.00

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprsr.Agsprsr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	RFS 317.03-134-07	
1. Procuring Agency	Finance & Administration	
2. Contractor	Oracle America Inc.	
3. Contract #	FA-07-16893	
4. Proposed Amendment #	03	
5. Edison ID #	20713 (formerly 11059)	
6. Contract Begin Date	Upon Final Approval	
7. Current Contract End Date – with ALL options to extend exercised	Perpetual	
8. Proposed Contract End Date – with ALL options to extend exercised	Perpetual	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 10,844,053.15	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$12,049,630.42	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>The amendment extends the perpetual software agreement for one year of software maintenance. The amendment adds funding to the maximum contract liability for ongoing software maintenance, which provides software enhancements, technical support, bug fixes and patches to the PeopleSoft ERP suite of software implemented as Edison.</p>	
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	RFS 317.03-134-07
<p><i>-- NOT required for a TN state education institution</i></p> <p>Tommie Fern Regional Sales Director Oracle America Inc. 2333 Alexandria Drive Lexington, KY 40504</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>The contractor has sufficient experience in providing software support as evidenced in our five year relationship and with other state and local government entities.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The original suite of Edison software products was competitively bid.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>At the time of the competitive procurement for Enterprise Resource Planning software, the State anticipated a multi-year relationship with the awarded software providers. A significant investment in State resources has been made to configure, test, implement and train on the existing software solution. It is in the best interest of the State to continue this investment with annual software support which enables the State to continue to receive software updates, enhancements, bug fixes and support for this software solution.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;"></p>	



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Stephanie Dedmon
E-mail : Stephanie.dedmon@tn.gov

DATE : June 10, 2011

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31703-13407

OIR Endorsement Signature & Date:



Chief Information Officer



NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance and Administration
Agency Contact (name, phone, e-mail)	Stephanie Dedmon, 253-2725, stephanie.dedmon@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name): Jane Chittenden	

Applicable RFS # 31703-13407

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Enterprise Resource Planning (ERP) System, known as Edison. Software provided by Oracle America Inc.: PeopleSoft HR/Payroll, Finance, Procurement, Logistics, and other core software.



CONTRACT AMENDMENT

Agency Tracking # 31701-17004	Edison ID 20713	Contract # FA-07-16893	Amendment # 3
----------------------------------	--------------------	---------------------------	------------------

Contractor Legal Entity Name Oracle America, Inc.	Edison Vendor ID 1462
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Amendment Purpose & Effect(s)
Enterprise Resource Planning (ERP) software and support services. Amendment adds 1 year of core software technical support and extended core software support.

Amendment Changes Contract End Date: YES NO **End Date:** Perpetual

Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 1,165,577.27

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
2012	\$1,165,577.27				\$1,165,577.27
TOTAL:	\$12,049,630.42				\$12,049,630.42

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.



OCR USE

FA0716893-03

Speed Chart (optional) FA00000112	Account Code (optional) 72201000
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**AMENDMENT THREE
OF CONTRACT FA-07-16893 (ED. # 20713)**

This Amendment Three (this "Amendment") to the Software License dated July 25, 2006, as amended by Amendment One dated July 30, 2010 and by Amendment Two dated January 28, 2011, (collectively, the "Contract") is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State", and Oracle America, Inc., hereinafter referred to as the "Software Provider." Capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Contract. It is mutually understood and agreed by and between said, undersigned contracting parties that the Contract is hereby amended as follows:

1. The following is added as Contract section A.9:

A.9. Extended Support Fees for Core and Optional Software. Due to the multiple and extended Financial and Supply Chain Management (FSCM) implementation waves of agencies, it has been necessary for the State to delay the installation and implementation of future version upgrades of PeopleSoft. Until such time as the State performs the necessary upgrade(s), the State will pay the Software Provider fees for Extended Support, as detailed in Contract Section C.3.a, as amended, to support the older software version(s), in accordance with Software Provider's support policies. After the State has performed such upgrades, the State will pay the Software Provider fees for Premier Support for such software, to the extent Premier Support is available for such products. The description of Premier Support is contained in Oracle's Software and Technical Support Policies, a current copy of which may be accessed at <http://oracle.com/contracts>.

Thomas D. Ryan
MAE
MOA
8-2-11

2. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of Licensee under this Contract exceed Twelve Million, Forty-Nine Thousand, Six Hundred Thirty Dollars and Forty-Two Cents (\$12,049,630.42) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider, with the exception of Contract Section C.4.

The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract. Licensee shall issue a purchase order for the Software and any required services.

3. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a. License Fees.

Core Software	Amount
HR/Payroll	
Human Resources – includes Benefits, Payroll, Insurance, Data Warehouse	\$577,972.97
Finance, Procurement, Logistics Software	
Financial Management	\$ 1,613,623.47
Purchasing	\$1,894,575.63
Oracle Consulting	\$ 50,000

Other Core Software	
User Productivity Kit for Finance and HR/Payroll	\$ 104,399.89
PeopleSoft Enterprise Portal	\$ 112,391.54
MicroFocus	\$ 5,760
Core Software License	\$ 4,358,723.50

Payment Number	Core Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount
1	Initial Software Installation, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$2,154,361.75
2	Oracle Consulting, Installation Services, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	100%	\$ 50,000
3	Final Software Installation Payment	Nov-06	50%	\$2,154,361.75
4	Oracle University (Year 1), 35% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training. (Year 2 and Year 3), 20% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training.	N/A	Per usage	\$ 692,550.00
5	Annual Technical Support Fees (Year 1), to be paid in three quarterly installments of \$236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
6	Annual Technical Support Fees (Year 2), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
7	Annual Technical Support Fees (Year 3), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
8	Annual Technical Support Fees (Year 4), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
9	Annual Technical Support Fees (Year 5), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
10	Annual Technical Support Fees (Year 6: 7/25/2011 – 7/24/2012), to be paid in four quarterly installments of 239,038.25, in arrears	Qtrly	100%	\$ 956,153.00
11	Extended Core Software Support Fee – fee for continuing to support Core Software for which the State has not installed current upgrades, to be paid in three quarterly installments of 42,422.01 and one quarterly installment of 42,422.03, in arrears.	Qtrly	100%	\$ 169,688.06
	Total Software, Consulting, Training, and Technical Support Fees			\$ 10,916,710.41

Optional Software Description	Amount
Data Warehouse	\$ 365,556.00
Travel	\$103,692.00
Optional Software License	\$ 469,248.00

Payment Number	Optional Software Description	Est. Pmt Mo	Payment Percentage	Payment Amount (Data Whse.)	Payment Amount (Travel)
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Nov-06	100%	\$ 365,556.00	\$ 103,692.00
2	Annual Technical Support Fees (Year 1), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
3	Annual Technical Support Fees (Year 2), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
4	Annual Technical Support Fees (Year 3), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
5	Annual Technical Support Fees (Year 4), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
6	Annual Technical Support Fees (Year 5), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
7	Annual Technical Support Fees (Year 6: 7/25/2011 – 7/24/2012), to be paid in three quarterly installments of 5,874.15, and one quarterly installment of 5,874.17 in arrears	Qtrly	100%		\$ 23,496.62
8	Extended Optional Software Support Fee – fee for continuing to support Optional Software for which the State has not installed current upgrades, to be paid in four quarterly installments of 1,174.83, in arrears.	Qtrly	100%		\$ 4,699.32
	Total Software and Technical Support Fees			\$ 767,667.60	\$ 245,949.14

Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Contract shall be for a period of 12 months. Technical Support acquired under this Contract for all Software may be renewed annually for the same Software (listed in Attachment A) for Years 1 through 5 for the amounts listed above, provided Licensee continuously maintains Technical Support for such Software. Licensee may continue to renew Technical Support annually after Year 5 for the same Software. For purposes of Technical Support, the State does not expect the life of the Software to extend beyond 20 years.

Provided Licensee continuously maintains Technical Support for the Software, Software Provider agrees that the annual renewal fee for Technical Support for Years 6 through 20 shall not be greater than the increase in the Consumer Price Index (CPI) over the prior twelve month period. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S.

City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

4. Contract section C.4 is deleted in its entirety and replaced with the following:

C.4. Travel Compensation. If the Software Provider is asked to travel at the State's request and such travel is approved by the Edison Project Director, compensation to the Software Provider for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and located on the State's website at <http://www.state.tn.us/finance/act/travel.html>. The Licensee's travel-related compensation to the Software Provider shall not exceed \$119,303.27 (the "Cap") over the life of this Contract. Notwithstanding the foregoing, should the Software Provider's travel-related expense estimate for travel requested by the State exceed the Cap, the parties hereby agree to amend the Contract to increase the Cap, by at least such estimated excess amount before the travel occurs.

The Software Provider must include (in addition to other invoice requirements of the Contract) a complete itemization of travel compensation requested in accordance with, and attached to the invoice appropriate documentation and receipts as required by, the above-referenced "State Comprehensive Travel Regulations."

5. Contract section D.2 is deleted in its entirety and replaced with the following:

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Licensee:

Stephanie Dedmon, Edison Project Director
Department of Finance and Administration, Enterprise Resource Planning Division
19th Floor, Snodgrass TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 253-2725
Fax: (615) 253-2980

The Software Provider:

Tommie Fern
Regional Sales Director
Oracle USA, Inc.
2333 Alexandria Drive
Lexington, KY 40504
Phone: (859) 514-6730
Fax: (859) 514-6737

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

This Amendment shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said

officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). The State will promptly notify the Software Provider as provided herein of the date of final approval. All other terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC.:



July 18, 2011

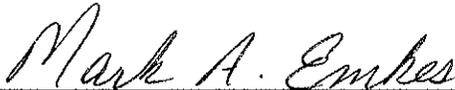
SIGNATURE

DATE

Theresa L. Agee, Senior Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:



7-25-11

MARK A. EMKES, COMMISSIONER *of MOA*

DATE



CONTRACT AMENDMENT

Agency Tracking # 317.03-134-07	Edison ID 20713	Contract # FA-07-16893-00	Amendment # 2		
Contractor Legal Entity Name Oracle America, Inc.			Edison Vendor ID 1462		
Amendment Purpose & Effect(s) Adding Section D.14, <u>Prohibition of Illegal Immigrants</u> , only.			FEIN or SSN (optional) 94-2805249		
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 06/30/2011, Perpetual			
Maximum Liability (TOTAL Contract Amount) Increase/Decrease per this Amendment:			\$0.00		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
TOTAL:	\$10,884,053.15				\$10,884,053.15
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Code (optional) FA000000112		Account Code (optional) 72201000			

AMENDMENT TWO
TO EDISON ID 20713 (formerly Edison ID 11059)

This Amendment to the Software License Contract dated July 25, 2006, is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Oracle America, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following provision is added as contract section D.14.:

- D.14. Prohibition of Illegal Immigrants. The requirements applicable to performance by the Contractor of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties expressly identified in this Contract, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment E, hereto, semi-annually during the period in which services are being performed under this Contract upon request by the State. Such attestations shall be maintained by the Contractor and made available to the State upon request.
 - b. If applicable, prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period in which services are being performed under this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel directly employed by the Contractor and used in the performance of services under this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State, provided however, that Contractor may redact the records to remove confidential employee information that is not needed by the State to audit Contractor's compliance with this Section. The records will not be deemed public records by virtue of the State reviewing them during an audit.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person performing services under this Contract from a location within the United States who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- 2. Attachment E attached hereto is added as a new contract attachment.

ATTACHMENT E

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	EDISON ID 20713 (formerly Edison ID 11059)
CONTRACTOR LEGAL ENTITY NAME:	ORACLE AMERICA, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	94-2805249

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant as defined in Amendment Two to Edison ID 20713 in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant as defined in Amendment Two to Edison ID 20713 in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Anaelca Johnson Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY

1-25-2011

DATE OF ATTESTATION

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. The State will promptly notify Contractor that such approval has been received. All other terms and conditions not expressly amended herein shall remain in full force and effect.



IN WITNESS WHEREOF,
ORACLE AMERICA, INC.:

[Handwritten signature]

25-JAN-2011

SIGNATURE _____ DATE _____

Sid Uberoi, Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Mark A. Emkes

1-28-11

MARK A. EMKES, COMMISSIONER _____ DATE _____

MOA

Rule Exception Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.in.us

APPROVED per authorized F&A Commissioner request
signature below

Mike Morawetz OCT 2011
COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	317.03-134-07	
Contract #	FA-07-16893-00	
Service Caption	Enterprise Resource Planning (ERP) software and support services	
Contractor	Oracle America, Inc.	
Contract Period <i>(with ALL options to extend exercised)</i>	"Perpetual" months	
Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 10,884,053.15	
Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) requiring each RFP to be drafted in compliance with relevant model policy (NOTE: in most instances, F&A Commissioner RFP document approval for release will constitute exception(s) to this rule as may be necessary) <input checked="" type="checkbox"/> 0620-3-3-.05 requiring a contract to be drafted in compliance with relevant model policy (NOTE: in most instances, F&A Commissioner approval of the contract document will constitute exception(s) to this rule as may be necessary) <input type="checkbox"/> 0620-3-3-.05(5) requiring a contract set forth the prescribed Nondiscrimination provision <input type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring that contractor travel reimbursement in accordance with the prevailing State Comprehensive Travel Regulations <input type="checkbox"/> OTHER <i>(cite the relevant F&A Rule, Chapter 0620-3-3, section and subsection below)</i>	
Explanation of the Rule Exception Requested At the request of the Fiscal Review Committee, the Prohibition of Illegal Immigration Language is to be added to Contract #FA-07-16893-00. When the amendment was submitted to Oracle America, Inc. (Oracle) for approval, revisions were requested by Oracle to the standard contract language and the related Attestation Attachment. Beginning on Page 3 below, see the changes to the standard language that are highlighted in yellow.		

Justification

When the amendment was originally submitted to Oracle for signature, Oracle was concerned that their company's exposure to potential contract performance damages issues was too broad. Oracle wanted the section to be more specific. Discussions ensued between Oracle and F&A Legal staff regarding Oracle's requested revisions to the standard Prohibition of Illegal Immigration language. An agreement was reached that satisfied both parties and those revisions are highlighted in yellow in the sections below.

Agency Head Signature and Date *(procuring agency head or authorized signatory)*

A handwritten signature in cursive script, appearing to read "Mike Maroney".

- D.14. **Prohibition of Illegal Immigrants.** The requirements applicable to performance by the Contractor of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties expressly identified in this Contract, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment E, hereto, semi-annually during the period in which services are being performed under this Contract upon request by the State. Such attestations shall be maintained by the Contractor and made available to the State upon request.
 - b. If applicable, prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period in which services are being performed under this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel directly employed by the Contractor and used in the performance of services under this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State, provided however, that Contractor may redact the records to remove confidential employee information that is not needed by the State to audit Contractor's compliance with this Section. The records will not be deemed public records by virtue of the State reviewing them during an audit.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the

Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person performing services under this Contract from a location within the United States who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

ATTACHMENT E

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	EDISON ID 20713 (formerly Edison ID 11059)
CONTRACTOR LEGAL ENTITY NAME:	ORACLE AMERICA, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	94-2805249

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant as defined in Amendment Two to Edison ID 20713 in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant as defined in Amendment Two to Edison ID 20713 in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's

authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. The State will promptly notify Contractor that such approval has been received. All other terms and conditions not expressly amended herein shall remain in full force and effect.

From: Martin Vanek
To: Mitzi Hale
Date: 12/28/2010 1:17 PM
Subject: Re: Fwd: FW: Amendment Two to Edison ID 20713 (Oracle)

Mitzi,

The changes to the model language are legally acceptable. Thank you.

Marty

Martin J. Vanek
Assistant General Counsel
State of Tennessee
Department of Finance and Administration
Suite 2100
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(615)532-3782 (phone)
(615)532-8532 (fax)
martin.vanek@tn.gov

>>> Mitzi Hale 12/28/2010 11:14 AM >>>
Thank you Marty.

Since the changes are to "standard" language, it will require a rule exception and I will need to attach written legal approval for the new language.

The amendment that you sent had track changes activated so I accepted all the insertions and deletions and highlighted them so we would have a "final" document. Would you please review the attached amendment and verify that the highlights accurately reflect the changes that were agreed to between you and Oracle? If the changes are accurate, please send me the written legal approval that I mentioned above.

If you have any questions, please let me know.
Thank you,
Mitzi

Mitzi R. Hale
PCM - Procurement & Contract Mgmt
Phone: (615) 741-3735
Fax: (615) 741-8164
Email: Mitzi.Hale@tn.gov

>>> Martin Vanek 12/22/2010 2:27 PM >>>
Mitzi,

Here's the Oracle amendment.

Marty

Martin J. Vanek
Assistant General Counsel
State of Tennessee
Department of Finance and Administration
Suite 2100
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(615)532-3782 (phone)
(615)532-8532 (fax)
martin.vanek@tn.gov

>>> Jenna Seeley <jenna.seeley@oracle.com> 12/22/2010 12:32 PM >>>

Hi Marty,

Oracle is OK with this version of the amendment that you last provided.

Would the State like to prepare the final version for signature?

It may be sent to Sid Uberoi (copied) from Oracle's Contracts department, with copies to me and Anthony Robinson.

Thank you very much!

Regards,

Jenna

-----Original Message-----

From: Martin Vanek [mailto:Martin.Vanek@tn.gov]

Sent: Wednesday, December 01, 2010 11:27 AM

To: Jenna Seeley

Subject: RE: Amendment Two to Edison ID 20713 (Oracle)

Hi Jenna. Hope your Thanksgiving was good too. I think the best way for us to deal with the damages issue is to express state what they are in the illegal immigrant provision. Here's my stab at it.

Marty

Martin J. Vanek
Assistant General Counsel
State of Tennessee
Department of Finance and Administration Suite 2100
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(615)532-3782 (phone)
(615)532-8532 (fax)
martin.vanek@tn.gov

>>> Jenna Seeley <jenna.seeley@oracle.com> 11/29/2010 1:19 PM >>>

Hi Marty,

Thank you for your changes to the amendment. They go a long way towards addressing Oracle's concerns. Were you able to find any information regarding what the State would consider the "monetary and other penalties" in the first paragraph of D.14?

I hope you had a good Thanksgiving!

Regards,

Jenna

-----Original Message-----

From: Martin Vanek [mailto:Martin.Vanek@tn.gov]

Sent: Wednesday, November 24, 2010 10:12 AM

To: Jenna Seeley

Cc: Stephanie Dedmon

Subject: Amendment Two to Edison ID 20713 (Oracle)

Jenna,

Attached for your review is a draft of the subject amendment. The changes I made are in red and underlined...Have a safe and pleasant Thanksgiving.

Marty

Martin J. Vanek
Assistant General Counsel
State of Tennessee
Department of Finance and Administration Suite 2100
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(615)532-3782 (phone)
(615)532-8532 (fax)

martin.vanek@tn.gov



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Brian Kelsey
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives

Harry Brooks Donna Rowland
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee BK
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee CC

DATE: September 15, 2010

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 9/14/10)

RFS# 317.03-13407

Department: Department of Finance & Administration

Contractor: Oracle America, Inc.

Summary: The vendor provides software and support services pertaining to the Edison Project. The proposed amendment reflects a name change resulting from a corporate merger, corresponding FEIN, and includes the *Voluntary Buyout Program* language.

Maximum liability: \$10,884,053

Maximum liability w/amendment: \$10,884,053

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment provided that the *Prohibition of Illegal Immigrants* language is added.

cc: Ms. Stephanie Richardson, Edison Project Director
 Mr. Robert Barlow, Director, Office of Contracts Review



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**ENTERPRISE RESOURCE PLANNING DIVISION
312 ROSA L. PARKS AVENUE
SUITE 1900, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102
(615) 741-3735
FAX (615) 741-6164**

**M.D. GOETZ, JR.
COMMISSIONER**

**STEPHANIE RICHARDSON
DIRECTOR**

September 3, 2010

Mr. James W. White
Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

Dear Mr. White:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's Contract with Oracle America, Inc. which provides software and support services for the PeopleSoft Enterprise Resource Planning (ERP) software. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

To facilitate the Committee's review, we present the following summary of the amendment:

1. Oracle USA, Inc. purchased Sun Microsystems and in doing so, changed the company name to Oracle America, Inc. and kept Sun's FEIN. Although the purchase was unrelated to this Contract, the changes necessitated an amendment to this Contract to change Oracle's name and FEIN.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Richardson".

Stephanie Richardson
Edison Project Director

RECEIVED
SEP 03 2010
FISCAL REVIEW

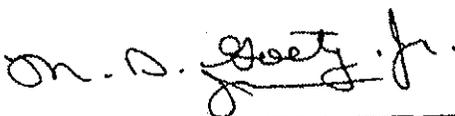
RULE EXCEPTION REQUEST

APPROVED


 Commissioner of Finance & Administration

Date:

per signature below

RFS #	317.03-134	STATE AGENCY:	F&A
INFORMATION ABOUT THE EXCEPTION(S) REQUESTED			
SUBJECT RULE NUMBER(S):	0602-3-3.07(5)		
DESCRIPTION OF EXCEPTION(S):			
The department seeks a rule exception to permit perpetual <i>Pro Forma</i> Software Licenses (unlimited term contracts).			
JUSTIFICATION FOR EXCEPTIONS: (Compelling reasons for contracts rule exception; relevant background information; attach additional justification as necessary)			
The right to use software, i.e., software license, as provided by software vendors is typically perpetual and unending. The <i>Pro Forma</i> Software Licenses, as created by the State, for the Enterprise Resource Planning (ERP) system need to be perpetual to allow the State to use the software without interruption. A <i>Pro Forma</i> Software License will be established with each vendor providing software for the ERP system.			
INFORMATION REGARDING THE APPLICABLE CONTRACT			
DESCRIPTION OF SERVICE TO BE PROCURED:			
Software license and support for the ERP system.			
BEGIN DATE:	April 3, 2006	END DATE (including ALL options for term extension):	perpetual
MAXIMUM LIABILITY (including ALL options for term extension):		TBD; Maximum Liability will be vary and will be determined based on the software products covered by the license	
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)			
		SIGNATURE DATE:	12-12-05

RECEIVED

DEC 14 2005

Office of Contracts Review

 C4-05
 # 760

~~Leni Chick~~

From: Jim White
Sent: Friday, September 03, 2010 4:29 PM
To: Leni Chick
Subject: FW: Oracle Contract

For the file. Jim

From: Stephanie Richardson [mailto:Stephanie.Richardson@tn.gov]
Sent: Friday, September 03, 2010 2:31 PM
To: Jim White; Melinda Parton
Subject: Re: Oracle Contract

Thank you both.

Stephanie

Stephanie Richardson
Edison (ERP) Project Director
State of Tennessee
Department of Finance & Administration
(615) 253-2725 - office
(615) 516-1083 - mobile

>>> Melinda Parton 9/3/2010 2:19 PM >>>
Jim,

Appreciate the communication. We will proceed with approval of the amendment based on your communication.

Thanks,

Melinda Parton, CGFM
Comptroller of the Treasury
Director of Management Services
Suite 1400 James K. Polk Building
Nashville, TN 37243-1402

Office (615) 401-7770
Fax (615) 532-2224
melinda.parton@tn.gov

On 9/3/2010 at 1:57 PM, "Jim White" <jim.white@capitol.tn.gov> wrote:

Melinda,

Stephanie Richardson just called concerning the Oracle contract and explained that the State needs to pay the invoices in arrears from Oracle immediately to avoid potential adverse consequences if the invoices are not paid prior to a hearing before the Fiscal Review Committee on Sept. 14. She said that the contract would still be presented to Fiscal Review for hearing after the invoices have been paid. I responded that the Committee's policy was that an agency should not delay paying invoices or taking

9/7/2010



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

OFFICE FOR INFORMATION RESOURCES
312 ROSA L. PARKS AVENUE
SUITE 1700, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102
(615) 741-3735
FAX (615) 741-6164

M.D. GOETZ, JR.
COMMISSIONER

MARK BENGEL
CHIEF INFORMATION OFFICER

MEMORANDUM

TO: Robert Barlow
FROM: Buddy Lea 
SUBJECT: Waiver of 60-Day Lead-Time for Non-Competitive Amendment Request
DATE: September 2, 2010

The State currently has a Contract with Oracle USA, Inc. to provide software and support services for the PeopleSoft Enterprise Resource Planning (ERP) software. Unrelated to this Contract, Oracle USA, Inc. purchased Sun Microsystems and in doing so, changed the company name to Oracle America, Inc. and kept Sun's FEIN. This Amendment seeks to make the company name and FEIN change required in the Contract due to the merger.

The Department of Finance and Administration (F&A) learned of this purchase through a note attached to an invoice received on 3/15/2010. Because Oracle retained Sun's FEIN instead of Oracle's FEIN, a mismatch was created between Vendor IDs and the Tax ID numbers in Edison. After extensive research and much discussion, it was determined that a new Vendor ID and transactional contract were required in Edison to resolve the issue; this also necessitated the Amendment to the current Contract to change the company name and the FEIN.

The Amendment was sent to Oracle for signature on 6/17/2010. Oracle held the document about six weeks before signing and returning it on 7/30/2010. The new transactional contract, with the Amendment attached, was entered into Edison on 8/2/2010 and routed for approval. The Edison approval process was halted on 8/31/2010, when the Comptroller questioned whether the Amendment required Fiscal Review Committee (FRC) approval since it involved a company merger. The Amendment and required FRC documentation, including this Non-Competitive Amendment Request form, must now be sent to the FRC for their consideration.

It is important to process the Amendment as soon as possible. The State has several months of outstanding invoices for this Contract and cannot process them until the Amendment is approved. Therefore, F&A requests a waiver of the normal 60-day lead-time for processing a Non-Competitive Amendment Request.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Stephanie Richardson	*Contact Phone:	253-2725		
*Original Contract Number:	FA-07-16893-00	*Original RFS Number:	317.03-134-07		
Edison Contract Number: <i>(if applicable)</i>	20713 (formerly 11059)	Edison RFS Number: <i>(if applicable)</i>	31701-03046		
*Original Contract Begin Date:	July 25, 2006	*Current End Date:	Perpetual		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	Upon approval by appropriate State officials				
*Department Submitting:	Finance and Administration				
*Division:	OIR				
*Date Submitted:	September 3, 2010				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	See attached memo				
*Contract Vendor Name:	Oracle America, Inc.				
*Current Maximum Liability:	\$10,884,053.15				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2007	FY:2008	FY:2009	FY:2010	FY2011	FY
\$6,679,438.23	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$1,051,153.73	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report) Documentation Attached					
FY:2007	FY:2008	FY:2009	FY:2010	FY	FY
\$5,835,508.00	\$1,531,253.00	\$859,088.00	\$850,878.00	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were estimates.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures have not exceeded Contract Maximum Liability.		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State: \$10,884,053.15	Federal:	
Interdepartmental:		Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		The initial projected cost was \$13 million.	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

The amendment only affects Section E; therefore, estimates not required.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Contract FA 07-16893
Edison Contract #11059

\$ 10,884,053.15

	<u>Period</u>	<u>Amount</u>
	October-06	\$ 50,000.00
	November-06	\$ 4,545,703.29
	March-07	\$ 706,227.79
	April-07	\$ 296,596.74
	June-07	\$ 236,979.79
FY 2007 EXPENSES		<u>\$ 5,835,507.61</u>
	August-07	\$ 236,979.80
	October-07	\$ 262,788.55
	January-08	\$ 166,633.00
	March-08	\$ 293,788.55
	April-08	\$ 33,735.00
	May-08	\$ 262,788.55
	June-08	\$ 274,539.80
FY 2008 EXPENSES		<u>\$ 1,531,253.25</u>
	July-08	\$ (260,859.80)
	August-08	\$ 262,788.08
	October-08	\$ 262,788.54
	December-08	\$ 56,194.11
	February-09	\$ 262,788.54
	April-09	\$ 262,788.54
	June-09	\$ 12,600.00
FY 2009 EXPENSES		<u>\$ 859,088.01</u>
	July-09	\$ (7,800.00)
	August-09	\$ 287,388.11
	September-09	\$ 45,712.50
FY 2010 EXPENSES		<u>\$ 325,300.61</u>
TOTAL EXPENSES IN STARS (SDF FUND)		\$ 8,551,149.48
	November-09	\$ 262,788.54
	January-10	\$ 262,788.54
FY 2010 EXPENSES ON CONTRACT #11059		\$ 525,577.08
	Total	\$ 9,076,726.56
ORIGINAL AMOUNT ON #11059		\$ 2,102,307.46
SPENT ON #11059		\$ (525,577.08)
BALANCE IN STARS TO LOAD IN EDISON		<u>\$ 230,596.21</u>
		\$ 1,807,326.59
BALANCE REQUESTED FOR #20713		\$ 1,807,326.59



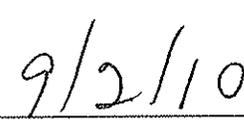
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Stephanie Richardson, Edison Executive Director
Department of Finance & Administration
E-mail : Stephanie.Richardson@tn.gov

DATE : September 2, 2010

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 31701-03046 (Oracle America, Inc.)
OIR Endorsement Signature & Date:
 
Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Finance & Administration
Agency Contact (name, phone, e-mail)	Stephanie Richardson 253-2725 Stephanie.Richardson@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	

Applicable RFS # 31701-03046 (Oracle America, Inc.)
<input type="checkbox"/> Applicable- ISP Project# Response Confirmed by IT Director/Staff (name):
Required Attachments (as applicable – copies without signatures acceptable) <input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input type="checkbox"/> Original Contract/Grant or Amendment <input type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract & solicitation sections related to the IT services.) Ongoing support and maintenance for the PeopleSoft software. This amendment only changes Oracle's name from Oracle USA to Oracle America, Inc. and changes the FEIN. No services are changing.

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	31701-03046	
2) Procuring Agency :	Finance & Administration	
EXISTING CONTRACT INFORMATON		
3) Service Caption :	Enterprise Resource Planning (ERP) software and support services	
4) Contractor :	Oracle America, Inc.	
5) Contract #	20713 (formerly 11059 / FA-07-16893-00)	
6) Contract Start Date :	July 25, 2006	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	Perpetual	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 10,884,053.15	
PROPOSED AMENDMENT INFORMATON		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	Upon approval by appropriate State officials	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	Perpetual	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 10,884,053.15	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
This Contract provides the ongoing support and maintenance for the PeopleSoft software, which is the core software of the Edison system. PeopleSoft software is owned by Oracle. This amendment changes Oracle's name from Oracle USA to Oracle America, Inc. and changes the FEIN. There are no other changes to the Contract.		
15) Explanation of Need for the Proposed Amendment :		
Oracle USA purchased Sun Microsystems. As part of the merger, Oracle changed the company name from Oracle USA to Oracle America, Inc. and kept Sun's FEIN. This required the State to change Oracle's accounting information, which is maintained in Edison. To accomplish this change, the Edison system required a new vendor number be assigned to Oracle and a new contract be entered into the system. This also necessitated an amendment to be processed for the change.		
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)		
Oracle America, Inc. 2333 Alexandria Drive		

Lexington, KY 40504

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)Documentation is ... Not Applicable to this Request Attached to this Request**18) eHealth Initiative Endorsement :** (required for health-related professional, pharmaceutical, laboratory, or imaging service)Documentation is ... Not Applicable to this Request Attached to this Request**19) Department of Human Resources Endorsement :** (required for state employees training service)Documentation is ... Not Applicable to this Request Attached to this Request**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

No effort was made to identify alternatives since this is an accounting change; neither the Contractor (Oracle) nor the services are changing.

21) Justification for the Proposed Non-Competitive Amendment :

Oracle owns the PeopleSoft software, which is the core software of the Edison system. The State must maintain a contract with Oracle for ongoing support and maintenance of the PeopleSoft software.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



C O N T R A C T A M E N D M E N T

Agency Tracking # 31701-03046	Edison ID 20713 (formerly 11059)	Contract # FA-07-16893-00	Amendment # 1
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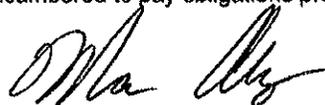
Contractor Oracle America, Inc.	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 94-2805249
---	--

Amendment Purpose/ Effects
Vendor Name and FEIN Change

Contract Begin Date 07-25-06	Contract End Date PERPETUAL End Date: 06/30/2011	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
--	---	---	------------------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	\$800,000.00				\$800,000.00
2011	\$776,730.38				\$776,730.38
TOTAL:	\$1,576,730.38				\$1,576,730.38

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Stephanie Richardson, 253-2725
END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred) 
TOTAL:			Speed Code Account Code

<p>— OCR USE —</p>	<p>Procurement Process Summary (non-competitive, FA- or ED-type only)</p>
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**AMENDMENT ONE
TO EDISON ID 20713 (formerly Edison ID 11059)**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Oracle America, Inc. (as amended herein), hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following is added as Contract Section E.20.:
 - E.20. Contractor Name. All references to "Oracle USA, Inc." shall be deleted and replaced with "Oracle America, Inc."
2. The following is added as Contract Section E.21.:
 - E.21. Federal Employer Identification Number. All references to FEIN, "84-1332677" shall be deleted and replaced with FEIN, "94-2605249."
3. The following is added as Contract Section E.22.:
 - E.22. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
 - a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC.:

Glenda Sakati 7/30/10
CONTRACTOR SIGNATURE DATE

Glenda Sakati Manager, Public Sector License Contracts
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7-30-10
M. D. GOETZ, JR., COMMISSIONER MOA DATE

ORACLE USA, INC.
1001 Sunset Blvd.
Rocklin, CA 95765
United States

Vendor # 1418 84 1332677

Vendor # 1462 942805249
Sun Microsystems, Inc.

ACCOUNTS PAYABLE
State of Tennessee - Department of Finance
20th Fl 312 Rosa L Parks Blvd
Nashville TN 37243-0001
United States



8-1314

BUSINESS & FINANCE

F.A.A.

200 MAR 15 AM 10 27

RECEIVED

RE: Notice of Name Change and Tax ID Change

To Whom It May Concern:

As of February 15, 2010 Oracle USA, Inc. became Oracle America, Inc.

Please update your supplier records for Oracle USA, Inc to reflect the new name, Oracle America, Inc. and new Taxpayer Identification Number, 94-2805249.

Please contact your current Collections Analyst if you have any questions or concerns. Alternatively, if you are unsure who your Collections Analyst is you may contact Oracle's Accounts Receivable Hotline at (888) 803-7414.

Sincerely,
Oracle America, Inc.



000110375230000

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ORACLE USA, INC.", A COLORADO CORPORATION,
WITH AND INTO "SUN MICROSYSTEMS, INC." UNDER THE NAME OF "ORACLE AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF FEBRUARY, A.D. 2010, AT 5:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF FEBRUARY, A.D. 2010, AT 3:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2101822 8100M

100140341

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7810826

DATE: 02-12-10

CERTIFICATE OF MERGER
MERGING
ORACLE USA, INC., A COLORADO CORPORATION
WITH AND INTO
SUN MICROSYSTEMS, INC., A DELAWARE CORPORATION

*Pursuant to Section 252
of the General Corporation Law of the State of Delaware*

Pursuant to Section 252 of the Delaware General Corporation Law, the undersigned corporation does hereby certify as follows:

1. The name and state of incorporation of each of the constituent entities (the "Constituent Entities") of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Form of Entity</u>
(a) Oracle USA, Inc. (" <u>OUSA</u> ")	Colorado	Corporation
(b) Sun Microsystems, Inc. (" <u>SMI</u> ")	Delaware	Corporation

2. That certain Agreement and Plan of Merger, dated as of February 15, 2010 (the "Merger Agreement") by and among the Constituent Entities with respect to the merger (the "Merger") of OUSA with and into SMI, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with Section 252 of the Delaware General Corporation Law.

3. The surviving entity (the "Surviving Entity") of the Merger shall be SMI, and the name of the Surviving Entity shall be Oracle America, Inc.

4. The Certificate of Incorporation of SMI at the effective time of the Merger shall be amended and restated in its entirety in the form attached hereto as Exhibit A.

5. The directors and officers of OUSA at the effective time of the Merger shall be the directors and officers of the Surviving Entity.

6. The Merger is to become effective as of February 15, 2010 at 3:01 a.m. Eastern Standard Time.

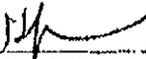
7. The executed Merger Agreement is on file at 500 Oracle Parkway, Redwood Shores, California 94065, the principal place of business of the Surviving Entity.

8. A copy of the Merger Agreement will be furnished by the Surviving Entity on request, and without cost, to any stockholder of either Constituent Entity.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Surviving Entity has caused this certificate to be signed by its duly authorized officer as of the date set forth below.

SUN MICROSYSTEMS, INC., a Delaware corporation

By: 
Name: Greg Hillbrich
Title: Senior Vice President, Taxation
Date: February 12, 2010

{Signature page for Certificate of Merger}

Exhibit A

Amended and Restated Certificate of Incorporation

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ORACLE AMERICA, INC.**

FIRST: The name of this corporation is Oracle America, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle. The name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "DGCL").

FOURTH: The total number of shares of stock of all classes which the Corporation has authority to issue is 88,092, consisting of 100 shares of Common Stock, each having a par value of one cent (\$0.01) and 87,992 shares of Preferred Stock, each having a par value of one cent (\$0.01). Holders of Common Stock shall be entitled to 1 vote per share of Common Stock.

The Board of Directors of the Corporation is authorized, subject to any limitations prescribed by the law of the State of Delaware, to provide for the authorization and issuance of Preferred Stock of the Corporation in one or more series, to establish from time to time the number of shares to be included in each series, to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof, and to increase or decrease the number of shares of any such series (but not below the number of shares of such series then outstanding).

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

- (1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.
- (2) The directors of the Corporation shall have the power to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.
- (3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.
- (4) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors of the Corporation are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation, and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors of the Corporation that would have been valid if such By-Laws had not been adopted.

SIXTH: (a) To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents (and any other persons to which Delaware law permits this Corporation to provide indemnification) through By-Law provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to action for breach of duty to the Corporation, its stockholders, and others.

(b) No director of the Corporation shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 174 of the DGCL or any amendment thereto or shall be liable by reason that, in addition to any and all other requirements for such liability, such director (1) shall have breached the director's duty of loyalty to the Corporation or its stockholders, (2) shall have acted in manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law, or (3) shall have derived an improper personal benefit. If the DGCL is hereafter amended to authorize the further elimination or limitation of the liability of a director, the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

(c) Each person who was or is made a party or is threatened to be made a party to or is in any way involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), including any appeal therefrom, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or a direct or indirect subsidiary of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another entity or enterprise, or was a director or officer of a foreign or domestic corporation which was predecessor corporation of the Corporation or of another entity or enterprise at the request of such predecessor corporation, shall be indemnified and held harmless by the Corporation, and the Corporation shall advance all expenses incurred by any such person in defense of any such proceeding prior to its final determination, to the fullest extent authorized by the DGCL; provided, however, that to the extent required by law, any payment of expenses in advance of a final determination of the proceeding shall be only upon receipt of an undertaking by the recipient to repay all amounts advanced if it is ultimately determined that such person is not entitled to be indemnified. In any proceeding against the Corporation to enforce these rights, such person shall be presumed to be entitled to indemnification and the Corporation shall have the burden of proving that such person has not met the standards of conduct for permissible indemnification set forth in the DGCL. The rights to indemnification and advancement of expenses conferred by this Article SIXTH shall be presumed to have been relied upon by the directors and officers of the Corporation in serving or continuing to serve the Corporation and shall be enforceable as contract rights. Said rights shall not be exclusive of any other rights to which those seeking indemnification may otherwise be entitled. The Corporation may, upon written demand presented by a director or officer of the Corporation or of a direct or indirect subsidiary of the Corporation, or by a person serving at the request of the Corporation as a director or officer of another entity or enterprise, enter into contracts to provide such persons with specified rights to indemnification, which contracts may confer rights and protections to the maximum extent permitted by the DGCL, as amended and in effect from time to time.

(d) If a claim under this Article SIXTH is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any

time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce the right to be advanced expenses incurred in defending any proceeding prior to its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the claimant shall be presumed to be entitled to indemnification and the Corporation shall have the burden of proving that the claimant has not met the standards of conduct for permissible indemnification set forth in the DGCL.

(e) If the DGCL is hereafter amended to permit the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment, the indemnification rights conferred by this Article SIXTH shall be broadened to the fullest extent permitted by DGCL, as so amended.

SEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein



C O N T R A C T A M E N D M E N T

Agency Tracking # 31701-03046	Edlson ID 20713 (formerly 11059)	Contract # FA-07-16893-00	Amendment # 1
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Contractor Oracle America, Inc.	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 94-2805249
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Amendment Purpose/ Effects
Vendor Name and FEIN Change

Contract Begin Date 07-25-06	Contract End Date PERPETUAL End Date: 06/30/2011	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
TOTAL:	\$10,884,053.15				\$10,884,053.15

American Recovery and Reinvestment Act (ARRA) Funding – YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Stephanie Richardson, 253-2725
END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			Speed Code Account Code

<p>— OCR USE —</p> <p style="font-size: 24px; font-weight: bold; color: blue; margin-top: 20px;">FA0716893-01</p>	<p>Procurement Process Summary (non-competitive, FA- or ED-type only)</p>
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**AMENDMENT ONE
TO EDISON ID 20713 (formerly Edison ID 11059)**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Oracle America, Inc. (as amended herein), hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following is added as Contract Section E.20.:

E.20. Contractor Name. All references to "Oracle USA, Inc." shall be deleted and replaced with "Oracle America, Inc."

2. The following is added as Contract Section E.21.:

E.21. Federal Employer Identification Number. All references to FEIN, "84-1332677" shall be deleted and replaced with FEIN, "94-2806249."

3. The following is added as Contract Section E.22.:

E.22. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ORACLE AMERICA, INC.:

Glenda Sakati 7/30/10
CONTRACTOR SIGNATURE DATE

GLEND A SAKATI Manager Public Sector Licenses Contracts
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7-30-10
M. D. GOETZ, JR., COMMISSIONER *gmoa* DATE

CONTRACT SUMMARY SHEET

060706

RFS # 317.03 — 134 — 07		Contract # FA-01-16813-00	
State Agency Finance and Administration		State Agency Division Office for Information Resources	
Contractor Name Oracle USA, Inc.		Contractor ID# (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 942871489 841332077	
Service Description Enterprise Resource Planning (ERP) software and support services.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
Final Signature Date: 1-25-06	PERPETUAL STARS End Date: 06/30/2011	VENDOR	

Mark Each TRUE Statement:

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allocation Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
317.30	ORASL	083	15		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
2012					
TOTAL:	\$10,884,053.15				\$10,884,053.15

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
			Maureen Abbey 741-6070
			State Agency Budget Officer Approval <i>Maureen Abbey</i>
			Funding Certification (certification required by 16A S 9-4-01-13 that there is a balance in the appropriation from which the obligated expenditures required to be paid that is not otherwise encumbered to pay obligations previously incurred)
			<i>M. D. Gatz, Jr.</i> 0 2006
TOTAL			
End Date			

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)

African American Person w/ Disability Hispanic Small Business NOT minority/disadvantaged
 Asian Female Native American OTHER minority/disadvantaged--

Contractor Selection Method (complete for ALL base contracts-- N/A to amendments or delegated authorities)

RFP Competitive Negotiation Alternative Competitive Method
 Non-Competitive Negotiation Negotiation w/ Government (e.g., ID, GG, GU) Other

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The means of procurement was RFP 317.03-134. During the course of the RFP process the decision was made to pursue a Best and Final Offer (BAFO) process. In summary, this BAFO process entailed receiving Initial Technical Proposals, evaluating these and combining the resultant scores with scores from the Software Demonstrations. The State then prepared a BAFO Request document for each Proposer, which specified areas in which the State needed further clarification or response from the Proposer. The Proposer then responded to the BAFO Request with a BAFO Technical and Cost Proposal. These were evaluated and the apparently successful Proposer was named. This process is described in greater detail in RFP Attachment 6.20, and in the Alternative Procurement Method Request that appears in the accompanying documentation.

CONTRACT SUMMARY SHEET

060706

RFS # 317.03 — 134 — 07	Contract # — — —
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State/Agency Finance and Administration	State/Agency/Division Office for Information Resources
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Contractor Name Oracle USA, Inc.	Contractor ID # (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 94-2871189
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Service Description:
Enterprise Resource Planning (ERP) software and support services.

Contract Begin Date Final Signature Date:	Contract End Date PERPETUAL STARS End Date: 06/30/2011	SUBRECIPIENT or VENDOR? VENDOR	CFDA #
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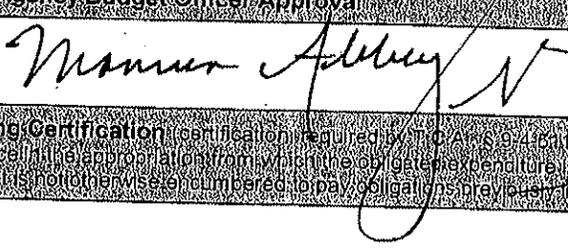
Mark Each TRUE Statement:

Contractor is on STARS

Contractor's Form W-9 is on file in Accounts

Allotment Code 317.30	Cost Center ORASL	Object Code 083	Fund 15	Funding Grant Code	Funding Subgrant Code
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$6,679,438.23				\$6,679,438.23
2008	\$1,051,153.73				\$1,051,153.73
2009	\$1,051,153.73				\$1,051,153.73
2010	\$1,051,153.73				\$1,051,153.73
2011	\$1,051,153.73				\$1,051,153.73
2012					\$1,051,153.73
TOTAL	\$10,884,053.15				\$10,884,053.15

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey 741-6070
			State Agency Budget Officer Approval
			
			Funding Certification (certification required by T.C.A. § 9-4-611(b) that there is a balance in the appropriation from which the obligated expenditure is required to be paid, unless otherwise enumerated, to pay obligations previously incurred)
TOTAL			
End Date			

Contractor Ownership: (complete only for base contracts with contract # prefix (RA or GP))

African American
 Person w/ Disability
 Hispanic
 Small Business
 NOT minority/disadvantaged
 Asian
 Female
 Native American
 OTHER minority/disadvantaged—

Contractor Selection Method: (complete for ALL base contracts — N/A to amendments or delegated authorities)

RFP
 Competitive Negotiation
 Alternative Competitive Method
 Non-Competitive Negotiation
 Negotiation w/ Government (e.g., ID, GG, GU)
 Other

Procurement Process Summary: (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The means of procurement was RFP 317.03-134. During the course of the RFP process the decision was made to pursue a Best and Final Offer (BAFO) process. In summary, this BAFO process entailed receiving Initial Technical Proposals, evaluating these and combining the resultant scores with scores from the Software Demonstrations. The State then prepared a BAFO Request document for each Proposer, which specified areas in which the State needed further clarification or response from the Proposer. The Proposer then responded to the BAFO Request with a BAFO Technical and Cost Proposal. These were evaluated and the apparently successful Proposer was named. This process is described in greater detail in RFP Attachment 6.20, and in the Alternative Procurement Method Request that appears in the accompanying documentation.

SOFTWARE LICENSE
BETWEEN THE STATE OF TENNESSEE
AND
ORACLE USA, INC.

This Software License (the "Contract"), by and between the State of Tennessee, by and through the Department of Finance and Administration, hereinafter referred to as the "Licensee" and Oracle, USA, Inc., hereinafter referred to as the "Software Provider," or "Oracle," is for the provision of software and support services pertaining to Licensee's Enterprise Resource Planning (ERP) Software and Services project, as further defined in the "SCOPE OF SERVICES."

The Software Provider is a for-profit corporation. The Software Provider's address is:

500 Oracle Parkway, Redwood Shores, CA 94065

The Software Provider's place of incorporation or organization is Colorado.

A. SCOPE OF SERVICES:

- A.1. General Scope. The Software Provider will provide the software license and support as set forth in this Contract.
- A.2. Definitions and Relationship of Software Provider, State as Licensee, and Licensee's implementation vendor.
 - A.2.a. The Software Provider agrees to cooperate reasonably with the Licensee's implementation vendor, hardware vendor, other software vendors, and /or contractors throughout the implementation of the software, and thereafter, to assist in the determination of the cause of any issues related to the software and/or the system as implemented. The Software Provider is only responsible for the resolution of issues pertaining to the Software and only as described in Sections A.4 and A.6 of this Contract.
 - A.2.b. While the Licensee has a contract with the implementation vendor, the Licensee's implementation vendor shall manage and coordinate the installation efforts of the Software Provider. The Software Provider has entered into a written agreement (subcontract) with the implementation vendor for consulting services. This relationship notwithstanding, throughout the term of the Software License, Licensee may contact the Software Provider directly if such contact is deemed by Licensee to be in the best interest of the ERP project.
- A.3. Specific Software Provisions.

The following license definitions and rules shall apply.

Module: is defined as each production database running the programs.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to Licensee subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to Licensee. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If Licensee acquires the Oracle University Knowledge Center service, the term shall be one year from the effective date of Licensee's order. NOTWITHSTANDING ANYTHING TO THE CONTRARY

IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

Technical Reference Manuals:

Technical Reference Manuals ("TRMs") are Oracle's Confidential Information. Licensee shall use the TRMs solely for Licensee's internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. Licensee shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. Licensee shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Licensee agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as Licensee exercises to safeguard the confidentiality of Licensee's own most important confidential information or a reasonable degree of care, whichever is greater; (b) maintain the TRMs at all times on Licensee's premises; and (c) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to Licensee "as-is" without any warranty of any kind. Upon termination, Licensee shall cease using, and shall return or destroy, all copies of the applicable TRMs. The confidentiality obligations of Section D.5 apply to TRMs.

Third Party Programs: refers to programs designated on Attachment A as third party programs.

UPK Developer: is defined as an individual authorized by Licensee 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. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK User: is defined as an individual authorized by Licensee 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. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Employee: is defined as an active employee of Licensee's. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users.) UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

- A.3.a. The Software Provider shall provide Licensee with the software products described in Attachment A to this Contract, attached hereto and made part hereof by reference. The Software Provider shall provide Technical Support for all such software in accordance with Section A.4 of this Contract. "Software" (also referred to as "programs") shall mean all products listed by name in Attachment A, which are owned or distributed by the Software Provider, including program documentation, and any software updates acquired through Technical Support, and ordered through this Contract. The term "program documentation" refers to the software user manual and software installation manuals. This Contract, including its attachments, is the sole agreement between Licensee and Software Provider with respect to the Software. Licensee will not enter into any other software licensing agreements with the Software Provider for the products listed in Attachment A.

Licensee agrees and acknowledges that in entering into this Contract (a) Licensee has not relied on the future availability of any program or updates other than those provided under Technical Support Services as described in Section A.4; (b) Licensee accepts sole responsibility for (i) its system configuration, design and requirements, (ii) the selection of the programs listed in Attachment A to achieve Licensee's intended results, and (iii) modifications, changes or alterations to the programs; and (c) Licensee has made its own evaluation in deciding to order programs listed in Attachment A. This paragraph shall not limit the obligations of the Software Provider under this Contract.

- A.3.b. Except for UPK, Software Provider hereby grants to Licensee a non-exclusive, perpetual, non-assignable, royalty-free License (the "License") to use the Software within the Territory, solely for the Licensee's Internal Business Operations, including the operations of the Division of Insurance

Administration, and subject to the terms of this Contract. "Territory" shall mean unlimited access throughout the world, subject to U.S. export laws. Licensee may allow its agents, contractors, outsourcing providers (collectively, "Third Party Providers") to use or modify the Software for this purpose and Licensee is responsible for their compliance with this Contract for such use. Licensee may also allow potential vendors to use the Software in connection with, and for the purpose of, responding to solicitations issued by Licensee for goods and services to be provided to Licensee. "Internal Business Operations" shall mean all business of any kind undertaken by or on behalf of the State of Tennessee, its agents or its representatives, except that Licensee shall not have the right to (1) re-license, rent, or lease the Software or use the Software for any third party training, commercial time sharing or service bureau use; or (2) market or sell the Software for commercial purposes. With regard to Software, Licensee may not:

1. Remove or modify any program markings or any notice of Software Provider's or its licensors' proprietary rights;
2. Make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services Licensee has acquired);
3. Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
4. Except as required by law, disclose results of any program benchmark tests without Software Provider's prior written consent; or
5. Use third party programs provided under this Contract, except in connection with Software.

With respect to UPK, Software Provider grants Licensee a non-exclusive, nontransferable license for Licensee's UPK Developer(s) to: (i) use those PeopleSoft User Productivity Kit ("UPK") products listed on Attachment A (collectively referred to as "materials") only as necessary to create and provide training solely for UPK Employees to use the underlying programs for Licensee's benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to UPK Employees to use the underlying programs for Licensee's benefit; and (iii) develop modifications and customizations to the UPK content materials, if applicable, all subject to the terms and conditions set forth in this Contract, provided all copyright notices are reproduced as provided on the original. Except as explicitly set forth above, the materials designated as program materials in Attachment A shall be considered programs as such term is defined in this Contract. Licensee is prohibited from reselling or distributing the materials to any other party, or using the materials other than as explicitly permitted in this Contract. Software Provider represents that the materials and any content created by Licensee using the program materials, contain valuable proprietary information. Software Provider (or its third-party program providers) retains title to all portions of the materials and any copies thereof. Licensee shall use materials modifications created by Licensee solely for its internal use in accordance with the terms of this Contract. Licensee may provide access to and use of the materials only to those third parties that are licensed as UPK Users and that: (a) provide services to Licensee concerning Licensee's use of the materials; (b) have a need to use and access the materials; and (c) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained in this Contract.

A.3.c. Delivery. Notwithstanding Software Provider's installation obligations set forth in A.3.h below, Software Provider has made available to Licensee for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in attachment A. Through the Internet URL, Licensee can access and electronically download to Licensee's location the current production release as of the effective date below of the software and related documentation for each program listed in Attachment A. Provided that Licensee has continuously maintained Technical Support for the programs listed in attachment A, Licensee may continue to download the Software and related program documentation for the programs listed in Attachment A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site. Software Provider will deliver the tangible media on the particular hardware/operating system combination(s) listed in Attachment A to the address specified in section D.2 of this Contract. Each media pack consists of the current production release as of the

effective date below for 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack.

- A.3.d. License Use/Unlimited License. Licensee's rights to use the License granted in Section A.3.b is limited to the Licensee's Enterprise Scope. Licensee's rights to use Server Express COBOL for UNIX shall be in accordance with Attachment A. The "Enterprise Scope" shall be as expressed in RFP # 317.03-134 and is defined as employees of the Executive, Legislative, and Judicial branches of the State of Tennessee. This scope does not include employees of the Board of Regents, county and local governments, K-12 school districts and Local Education Associations (LEAs). The Enterprise Scope also includes individuals using insurance administration functions pertaining to all enrollees of Licensee's insurance system and vendors using the Software in furtherance of Licensee's operations and not for the vendors' internal business operations. The License allows an unlimited number of users of the Software and an unlimited number of employees processed by the Software; provided such users and employees are within the Enterprise Scope.
- A.3.e. The License includes access to the Software, which Software Provider shall make available to Licensee promptly upon execution of the Contract and which Software Provider shall update and supplement as required during the Term of this License, in accordance with Section A.4 below.
- A.3.f. The License includes the right for Licensee to make Modifications. "Modifications" shall mean any modifications to the Software performed in accordance with this Contract. Modifications may only be used for Licensee's Internal Business Operations. Title and all intellectual property rights of any Modifications shall reside with Licensee.
- A.3.g. All right, title and interest in and to the Software shall be governed by the provisions contained in Section D.4 of this Contract.
- A.3.h. Software Provider Duties and Licensee Obligations. The Vendor Baseline Test Suite is comprised of the installation services and the State's written acceptance of these services as defined below.

Installation and Testing

(1) Installation Services

The Software Provider shall begin installation of the Software pursuant to the terms of this Contract on the date of execution of this Contract.

Provided Licensee fulfills Licensee's Obligations (as hereinafter defined), Software Provider shall provide Licensee with the following installation services:

- (a) Install the standard functionality contained within Software Provider's most current commercially available version of the Software with all current fixes, patches and updates provided by the Software Provider as described in Attachment A ("Installed Software") such that the items set forth on the Post-Installation Checklist can be demonstrated pursuant to the Installation Verification Test (as hereinafter defined).
- (b) Perform Software Installation Services at the single installation site ("Installation Site") indicated in the Pre-Installation Checklist as provided by the Software Provider and completed by Licensee; (b) on the servers set forth in the completed Pre-Installation Checklist; (c) in the environment specified in the Pre-Installation Checklist; and (d) in accordance with the terms and conditions of this Contract. Nothing contained within the terms and conditions of the Pre-Installation Checklist shall take precedence over the terms and conditions contained herein.

- (c) Provide a completed Post-Installation Checklist. A "Post Installation Checklist" is a completed checklist verifying the implementation readiness of the Installed Software as demonstrated by the Install Verification Test.
- (d) Except as otherwise provided in this section, installation services specifically exclude the following: (i) installation and/or configuration of any software (other than the Software), including, but not limited to, operating system software, database platform software, ANSI C compilers, Lightweight Directory Access Protocol (LDAP) software (including, without limitation, Active Directory and NDS), Simple Mail Transfer Protocol (SMTP), POP mail servers, File Transfer Protocol (FTP), Cognos products, Angoss, Unica, Microsoft Projects, Primavera, Accelio Forms, MicroStrategy products, MKS Toolkit for Windows, Informatica ETS and Infosync Server; and, (ii) Configuration of Automated Data Processing (ADP) Connection Manager or PeopleSoft Enterprise CTI Integration. If, in Licensee's sole discretion, Licensee determines that the installation and/or implementation of any of the items listed in this subparagraph (d) are necessary or desirable, Licensee shall be solely responsible for installing and/or implementing such items.
- (e) The Licensee shall compensate the Software Provider for consulting services (Oracle Consulting) required to perform the installation in accordance with Contract Sections C.3.a., C.3.b.i, and C.3.b.ii.

ii. Licensee Obligations

Licensee and its staff, contractors and agents shall be responsible for the following ("Licensee's Obligations"):

- (1) Prepare Licensee's environment in accordance with the specifications set forth in the Pre-Installation Checklist, attached hereto as Attachment D;
- (2) Maintain the properly configured hardware/operating system platform to support the installation services;
- (3) Provide Software Provider with reasonable access to the Licensee's Project Director or the Project Director's designee who shall coordinate reasonable access to functional and technical resources with adequate skills and knowledge to support the performance of installation services;
- (4) Complete the Pre-Installation Checklist form and return it to the Software Provider no less than five (5) business days prior to the installation of the Software at the single designated site as provided in the Pre- Installation Checklist.

THE CUSTOMER OBLIGATIONS CONTAINED ABOVE IN SUBSECTION (1) THROUGH (4) OF THIS ARTICLE SHALL BE THE EXCLUSIVE OBLIGATIONS OF LICENSEE PRIOR TO OR DURING THE INSTALLATION OF THE SOFTWARE BY THE SOFTWARE PROVIDER.

iii. Installation – Additional Terms

- (1) The Software Provider shall coordinate the Installation with the Licensee's Project Director prior to Installation. Licensee and Software Provider each agree to designate a project manager who shall be responsible for coordinating the installation activities. Licensee and Software Provider each shall direct all inquires concerning the Services to the other party's project manager. Licensee's project manager shall have the authority to approve the installation services on Licensee's behalf. Software Provider's project manager shall have the sole right to exercise direct control and supervision over the work assignments of the Software Provider's employees and agents performing the installation services.

- (2) During the Installation, the Software Provider shall provide trained staff member(s) who will be at the Installation Site.

iv. Deliverables, Testing and Acceptance

- (1) The Software Provider shall demonstrate that the Installed Software has been correctly installed by providing a completed checklist ("Post-Installation Checklist"). Such completion by the Software Provider of the Post-Installation Checklist demonstrating the implementation readiness of the Installed Software and the State's written approval is referred to hereinafter as the "Installation Verification Test".
- (2) The Software Provider shall provide the Installation Verification Test to Licensee at the conclusion of such Installation. If the Post Certification Checklist does not conform to the Installation Verification Test, Licensee shall have five (5) business days after Software Provider's submission of the Post Certification Checklist ("acceptance period") to give Software Provider written notice which shall specify the deficiencies in detail. Software Provider shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Software Provider shall resubmit the Post Installation Checklist for Licensee's review and testing as set forth above. Upon accepting the Post Installation Checklist submitted by Software Provider, Licensee shall provide Software Provider with written acceptance of the Post Installation Checklist. If Licensee fails to provide written notice of any deficiencies within the acceptance period, as provided above, the Post Installation Checklist shall be deemed accepted at the end of the acceptance period.
- (3) Acceptance of the installation, as described in iv.(2) above will constitute completion of the installation.

For successful performance of the installation as detailed in this Section A.3.h, Software Provider will be compensated in accordance with Section C.3.

A.3.i. Export Control. The Software, documentation, and other proprietary information are or may be subject to the export laws and regulations by agencies of the U.S. Government, including the U.S. Department of Commerce as well as any export laws and regulations promulgated by the State of Tennessee, prohibiting the export or diversion of certain technical products to certain countries. The Licensee agrees to comply with all such export laws and regulations.

A.4. Technical Support.

A.4.a. Technical Support consists of annual Technical Support services Licensee may have ordered for the supportable programs. The term "supportable programs" refers to those programs for which the Software Provider offers annual Technical Support services, including third party programs specifically designated on Attachments A as supportable programs. If ordered, annual Technical Support (including first year and all subsequent years) is provided under the Software Provider's Technical Support policies in effect at the time the services are provided. The Technical Support policies, incorporated in this Contract, are subject to change at the Software Provider's discretion; however, the Software Provider will not materially reduce the level of services provided for supported programs during the period for which fees for Technical Support have been paid. Licensee may access the current version of the Technical Support policies at <http://oracle.com/contracts>. A copy of the Software Provider's Technical Support policies in effect as of the date of the Contract is attached for Licensee's reference as Attachment B.

A.4.b. The Software Provider shall provide Technical Support to Licensee—via on-line interface and toll-free telephone number—for the Software. The personnel responding to these requests and providing this support shall be trained to enable them to address Licensee's questions and problems.

A.4.c. Compensation to the Software Provider for Technical Support is included within the Annual Ongoing Software License fees detailed in Section C.3.a.

- A.4.d The first year of Technical Support begins upon the effective date of this Contract. Technical Support acquired with Licensee's order may be renewed annually in accordance with the Technical Support payment schedules set forth in Contract Section C.3.a.

If Licensee decides to purchase Technical Support for any license within a license set for Software as listed in Attachment A, Licensee is required to purchase Technical Support at the same level for all licenses within that license set. A license set consists of (i) all of Licensee's licenses of a program, (ii) licenses of a program which share the same source code*, (iii) licenses of a program which include an option specified on Attachment A (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified in Attachment A (e.g., Human Resources and self-service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology network are not included in the definition of a license set. Notwithstanding the above, the Licensee will not be liable for Technical Support for any products not listed in Contract Attachment A.

*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition

Licensee may desupport a subset of licenses in a license set only if Licensee agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with Contract Section C.3.a. If Licensee decides not to purchase Technical Support, Licensee may not update any unsupported program licenses with new versions of the program.

A.5. Source Code in Escrow.

- A.5.a. Licensee is licensed to use the source code contained within or delivered with the Software listed on Attachment A. Licensee will use the Software according to the software documentation provided that the documentation does not conflict with this Contract. Licensee will not receive source code to PeopleTools or third party programs.

- A.5.b. Except for third party programs, for any Software for which the source code is not delivered with the Software, the Software Provider shall retain in escrow and place with a bona fide escrow agent (hereinafter "Escrow Agent") a copy of the source code necessary to support the Software. The Software Provider shall pay all fees associated with placing and maintaining the source code in escrow. The escrowed material shall be maintained under an agreement that provides that if the Software Provider has ceased to be in the business of providing Technical Support Services, the Escrow Agent shall furnish Licensee with a copy of the escrowed material that has become unsupported. Licensee shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this agreement and shall be used solely for maintenance purposes, which includes modification(s) required for the maintenance of the Software. Within ninety (90) days of the execution of this agreement, the Escrow Agent will send a letter to Licensee indicating that Licensee has been enrolled as a beneficiary to the escrow agreement. The escrowing of source code provided hereunder is a continuing obligation of the Software Provider.

- A.5.c. If the Software Provider changes the Escrow Agent during the term of this agreement, the Software Provider shall notify Licensee in the same manner and to the same extent as the Software Provider provides notice to its other supported customers.

The Software Provider's obligations under this section A.5 shall survive for so long as Licensee's license to use the Programs exists.

- A.6 Representations and Warranties. Software Provider represents and warrants that the Software will perform in all material respects as described in the applicable software documentation for one year after

delivery (the "Warranty Period"). Licensee must notify the Software Provider of any Software warranty deficiency within the Warranty Period. The Software Provider also warrants that services ordered will be provided in a professional manner consistent with industry standards. Licensee must notify the Software provider of any services warranty deficiencies within 90 days from performance of the services described herein. The Software Provider further warrants that, as of the effective date of this Contract, it has the right to enter into this Contract.

To remedy any breach of the above warranties, the Software Provider shall: (a) correct the software errors that cause breach of the warranty, or if the Software Provider cannot substantially correct such breach in a commercially reasonable manner, Licensee may end the software license for that breaching program and recover the fees paid to the Software Provider for that particular software license and any unused, prepaid Technical Support fees Licensee has paid for that software license; or (b) reperform the deficient services or if the Software Provider cannot substantially correct a breach in a commercially reasonable manner, Licensee may end the relevant service and recover the fees paid to the Software Provider for the deficient services.

THE SOFTWARE PROVIDER DOES NOT PROVIDE ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Software Provider acknowledges that this provision in no way constitutes an admission by Licensee that the Software Provider is entitled to disclaim any express or implied warranties. Further, notwithstanding anything in this Section A.6 to the contrary, any provision or provisions of this Section will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

This section A.6 does not apply to third party programs. With respect to third party programs, the Software Provider will pass through to the Licensee, to the fullest extent possible, the warranties from the Software Provider's licensors as they relate to third party programs.

The limitation of the Software Provider's liability under any warranty provided under this contract shall be subject to the limitations of liability in Section D.9.

A.7. Optional Software Modules. The Software Provider shall provide Licensee with the additional programs listed in Section A.7.a ("Optional Software Modules") in accordance with Section A.7.a.- A.7.d. and Section C.3.b.ii below. The following provisions shall apply to Optional Software Modules:

A.7.a. Optional Software Modules will be provided on a trial basis subject to the terms of Section A.7. and Section C.3.b.ii. Optional Software Modules will be installed along with the Software in accordance with Section A.3.h. Licensee may use Optional Software Modules solely for trial, non-production purposes only to determine the suitability of the Optional Software Modules and perform the fit gap analysis described herein. Licensee may not use the Optional Software Modules to provide or attend third party training on the content and/or functionality of the programs. Licensee shall provide the following programs as Optional Software Modules:

- i. Data Warehouse and Business Data Analysis
- ii. Travel

These two Modules are comprised of the specific programs set forth in the Optional Software Modules tables in Attachment A.

A.7.b. Fit Gap Analysis. The Licensee will perform a fit gap analysis to determine the suitability of the two application modules listed in A.7.a above. This analysis shall include a comparison of the software's fit to the ERP functional requirements. The fit gap analysis shall be completed within six (6) months of the completion of the Vendor Baseline Test Suite.

A.7.c. Optional Software Modules licensed for trial purposes are provided "as-is" and Oracle does not provide Technical Support or offer any warranties for these trial programs. If Licensee decides to retain the

Optional Software Modules, Licensee's license for such programs shall be the same as set forth in Section A.3 of this Contract.

A.7.d. Licensee may elect to retain one, both, or none of the Optional Software Modules. Depending upon the State's decision with regard to retaining the Optional Software Modules, the Licensee's compensation to the Software Provider will be as described in Contract Section C.3.b.ii.

A.8. Project Team Training (Oracle University). The Software Provider will provide for the Licensee's use of all Oracle University products and services offered in the Oracle University online catalogue posted at www.oracle.com/education as specified herein and as defined in Section C.3.a, Payment 4. For twelve months from the effective date of this Contract, Licensee may purchase Oracle University products and services at a thirty-five percent (35%) discount off the Oracle University Price List in effect at the time Licensee places the student registration for the training. For the following 24 months, Licensee may purchase Oracle University products and services at a twenty percent (20%) discount off the Oracle University Price List in effect at the time Licensee places the student registration for the training. The Price List is posted at www.oracle.com/education. This discount may not be used in conjunction with any other discount or special promotion offered by Oracle University.

B. SOFTWARE LICENSE TERM: The Contract "effective date" shall be the date the last signature is affixed to the Contract signature page. The License granted in Section A.3, shall be perpetual unless terminated in accordance with this Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Licensee under this Contract exceed Ten Million, Eight Hundred Eighty-Four Thousand, Fifty-Three Dollars and Fifteen Cents (\$10,884,053.15) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider, with the exception of Contract Section C.4.

The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract. Licensee shall issue a purchase order for the Software and any required services.

C.2. Compensation Firm. Except as specified under C.3.a, the License Fees and the Maximum Liability of Licensee are firm for the Term of the License and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Software Provider shall be compensated based on the License Fees defined herein in a total amount not to exceed the Maximum Liability established in Section C.1. The Software Provider's compensation shall be contingent upon the satisfactory completion of Software Provider's duties defined in Section A herein. All invoices shall be paid within 30 days of the invoice date. The Software Provider shall be compensated based upon the following License Fees:

C.3.a. License Fees.

Core Software	Amount
Human Resources -- includes Benefits, Payroll, Insurance, Data Warehouse	\$577,972.97
Finance, Procurement, Logistics Software	

Financial Management	\$ 1,613,623.47
Purchasing	\$1,894,575.63
Oracle Consulting	\$ 50,000
Other Core Software	
User Productivity Kit for Finance and HR/Payroll	\$ 104,399.89
PeopleSoft Enterprise Portal	\$ 112,391.54
MicroFocus	\$ 5,760
Core Software License	\$ 4,358,723.50

Payment Number	Core Software Description	Est Pmt Mo	Payment Percentage	Payment Amount
1	Initial Software Installation, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$2,154,361.75 ✓
2	Oracle Consulting, Installation Services, Payment Made Based on Completed Vendor Baseline Test Suite	Jul-06	100%	\$ 50,000 ✓
3	Final Software Installation Payment	Nov-06	50%	\$2,154,361.75 ✓
4	Oracle University (Year 1), 35% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training. (Year 2 and Year 3), 20% discount will be applied to the then current pricing for all OU products and services at the time Licensee places the student registration for the training.	N/A	Per usage	\$ 692,550
5	Annual Technical Support Fees (Year 1), to be paid in three quarterly installments of \$236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
6	Annual Technical Support Fees (Year 2), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
7	Annual Technical Support Fees (Year 3), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
8	Annual Technical Support Fees (Year 4), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
9	Annual Technical Support Fees (Year 5), to be paid in three quarterly installments of 236,979.79, and one quarterly installment of 236,979.80 in arrears	Qtrly	100%	\$ 947,919.17
	Total Software, Consulting, Training, and Technical Support Fees			\$ 9,790,869.35

Optional Software Description	Amount
Data Warehouse	\$ 365,556.00
Travel	\$103,692.00
Optional Software License	\$ 469,248.00

Payment Number	Optional Software Description	Est Pmt Mo	Payment Percentage	Payment Amount (Data Whse.)	Payment Amount (Travel)
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Nov-06	100%	\$ 365,556.00	\$ 103,692.00
2	Annual Technical Support Fees (Year 1), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
3	Annual Technical Support Fees (Year 2), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
4	Annual Technical Support Fees (Year 3), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
5	Annual Technical Support Fees (Year 4), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
6	Annual Technical Support Fees (Year 5), to be paid in four quarterly installments in arrears, as follows: \$20,105.58 for Data Whse.; \$5,703.06 for Travel.	Qtrly	100%	\$ 80,422.32	\$ 22,812.24
	Total Software and Technical Support Fees			\$ 767,667.60	\$ 217,753.20

Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Contract shall be for a period of 12 months. Technical Support acquired under this Contract for all Software may be renewed annually for the same Software (listed in Attachment A) for Years 1 through 5 for the amounts listed above, provided Licensee continuously maintains Technical Support for such Software. Licensee may continue to renew Technical Support annually after Year 5 for the same Software. For purposes of Technical Support, the State does not expect the life of the Software to extend beyond 20 years.

Provided Licensee continuously maintains Technical Support for the Software, Software Provider agrees that the annual renewal fee for Technical Support for Years 6 through 20 shall not be greater than the increase in the Consumer Price Index (CPI) over the prior twelve month period. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

C.3.b. Milestone Completion Criteria and Payment Methodologies. The completion of the above milestones shall be defined as follows:

C.3.b.i. Core Software Payment Methodology.

- (1) Initial Software Installation. The Licensee shall compensate the Software Provider for Payment Number 1 above upon completion and the Licensee's written approval of the Vendor Baseline Test Suite. Payment will equal 50% of the Core Software License fee.
- (2) Final Software Installation. The Licensee shall compensate the Software Provider for Payment Number 2 above four months after completion of the Licensee's approval of the Vendor Baseline Test Suite. Payment will equal 50% of the Core Software License fee.
- (3) Technical Support Fees for License Years 1 through 5. Year 1 Technical Support shall be effective as of the effective date of this Contract and shall be payable quarterly in arrears as set forth in Section C.3.a. Licensee may continue to renew Technical Support annually after Year 1 in accordance with Section C.3.a. The Contractor shall invoice the Licensee for Technical Support at the end of each quarter of support provided. All subsequent Technical Support ordered by Licensee shall be effective upon the anniversary date of the Contract effective date, and shall be payable quarterly in arrears in accordance with Section C.3.a.
- (4) Oracle Consulting. The Licensee shall compensate the Software Provider for consulting services to perform the Software installation (Payment Number 2) upon completion and the Licensee's written approval of the Vendor Baseline Test Suite.
- (5) Training (Oracle University). The Licensee shall compensate the Software Provider for Training, as used by Licensee, after the training has been provided to Licensee staff.

C.3.b.ii. Optional Software Modules. Licensee shall have 180 days from the date of Licensee's acceptance of the Vendor Baseline Test Suite to evaluate the Optional Software as described in Section A.7. If, after the fit gap analysis described in Section A.7, Licensee decides to retain the Optional Software Modules described in Section A.7.a., payment milestones shall be as follows. Note: no payments will be made if the Licensee decides not to retain the Optional Software Modules.

- (1) Optional Software License. If Licensee decides to retain any of the trial programs during the 180 day trial period, Licensee must obtain a license for such programs by notifying Software Provider in writing of its intention to retain the programs and by paying the applicable license fees for such programs, as set forth in Section C.3.a. above. Upon receipt of Licensee's written notification of its intention to retain the Optional Software Modules, Software Provider shall promptly invoice Licensee for the applicable amounts. If Licensee decides not to obtain a license for any Optional Software Module after the 180 day trial period, Licensee shall cease using such programs and will delete any such programs from its computer systems.
- (2) Technical Support Fees for Optional Software Modules: The Licensee shall have the right to order Technical Support for such programs in accordance with the terms of this Contract. Technical Support for such program licenses shall be effective upon the date of Licensee's written notification to Software Provider of its intention to retain such program(s) and Technical Support fees for such programs shall be paid in accordance with the terms of this Contract. Fees for Technical Support ordered pursuant to this Section C.3.b.ii(2) are set forth in Section C.3.a. However, the initial term of such Technical Support will be pro-rated to reflect the Technical Support period starting from Licensee's notification to retain the Optional Software Modules and ending on the date of expiration of the first year Technical Support for the Software (the non- Optional Software Modules) purchased under this contract. All subsequent Technical Support payments after Year 1 for the Optional Software Modules retained shall take effect on the anniversary of the Contract effective date and shall be payable quarterly in arrears in accordance with Section C.3.a.

C.3.c. In the event that this Contract is terminated prior to the end of any Technical Support Fee year, then the Software Provider shall prorate the Technical Support fee to reflect the effective termination date and the actual amount of Technical Support used.

C.3.d. The Software Provider shall submit invoices in form and substance acceptable to Licensee with all of the necessary supporting documentation, prior to any payment.

- C.3.e. If payments are not made in accordance with the terms of this Contract, Software Provider reserves the right to suspend performance under this Contract, without incurring liability. However, such right to suspend performance is contingent upon Software Provider providing written notice to Licensee to the attention of Licensee contact given in Section D.2 herein, with a copy to General Counsel, Department of Finance and Administration, Suite 2100, Wm. R. Snodgrass Tennessee Tower, Nashville, Tennessee 37243, at least fifteen (15) days prior to such intended suspension.
- C.3.f. Additional User License Fees. The Licensee shall not owe Software Provider any additional license fees or other compensation for additional users of, or additional employees processed by, the Software listed in Contract Attachment A, provided such users or employees are within the Enterprise Scope.
- C.4 Travel Compensation. With regard to Travel, the following provisions shall apply:
 - C.4.a. The project site "Official Station," which is defined as the location at which Software Provider personnel shall perform the major portion of their duties, is Nashville, Tennessee.
 - C.4.b. Neither the Software Provider, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Software Provider maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
 - C.4.c. In some cases, at the Licensee's request and with prior written approval, Software Provider personnel may be required to travel and work away from the Official Station. Such travel expenses, provided that the destination is greater than fifty (50) miles from the Official Station, shall be reimbursed in accordance with the State of Tennessee Comprehensive Travel Regulations, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).
- C.5. Deductions. Licensee reserves the right to deduct from amounts which are or shall become due and payable to the Software Provider under this or any contract between the Software Provider and Licensee any amounts which are or shall become due and payable to the Licensee by the Software Provider.
- C.6. Automatic Deposits. The Software Provider shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Software Provider by Licensee. Once this form has been completed and submitted to Licensee by the Software Provider all payments to the Software Provider, under this or any other contract the Software Provider has with Licensee shall be made by Automated Clearing House (ACH). The Software Provider shall not invoice Licensee for services until the Software Provider has completed this form and submitted it to Licensee.

D. SPECIAL TERMS AND CONDITIONS:

- D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Licensee:

Stephanie Richardson, Edison Project Director
Department of Finance and Administration, Enterprise Resource Planning Division
162 3rd Ave. North
Nashville, TN 37243
Phone: (615) 253-2725
Fax: (615) 253-2980

The Software Provider:

Tommie Fern

Regional Sales Director
Oracle USA, Inc.
2333 Alexandria Drive
Lexington, KY 40504
Phone: (859) 514-6730
Fax: (859) 514-6737

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- D.3. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Licensee reserves the right to terminate the Contract upon written notice to the Software Provider. Said termination shall not be deemed a breach of contract by Licensee. Upon receipt of the written notice, the Software Provider shall cease all work associated with the Contract. Should such an event occur, the Software Provider shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Software Provider shall have no right to recover from Licensee any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notwithstanding the foregoing, Licensee's issuance of a purchase order for the Software license fees and the consulting fees is Licensee's representation to Software Provider that funds for the Software and consulting services have been fully appropriated and are presently available.
- D.4. Ownership.
- D.4.a. "Software" shall have the meaning as set forth in Section A.3.a of this Contract. The Software Provider or its licensors retain all ownership and intellectual property rights to the Software.
- D.4.b. Custom-Developed Application Software. "Custom-Developed Application Software" shall include Software, Modifications and any deliverables developed by Software Provider solely at the direction of the Licensee in the specific performance of the Contract, except for any Software Provider Works (as defined below). All right, title and interest in and to the Custom-Developed Application Software, and to Modifications (collectively, the "Developed Software") made by Licensee including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Developed Software, shall belong to Licensee. To the extent such rights do not automatically belong to Licensee, Software Provider hereby assigns, transfers, and conveys all right, title and interest in and to the Developed Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Developed Software. Software Provider shall execute any other documents that Licensee or its counsel reasonably deems necessary to document this transfer and/or allow Licensee to register its claims and rights to such intellectual property rights or enforce them against third parties, and Software Provider shall cooperate fully in the foregoing endeavors. Licensee is solely responsible for any costs incurred in securing, registering, transferring, enforcing, retaining, or otherwise arising in connection with Licensee's intellectual property rights sets forth herein. Licensee hereby grants Software Provider a non-exclusive, limited and revocable license to use the Developed Software, after obtaining Licensee's prior approval, which approval shall not be unreasonably withheld.
- D.4.c "Software Provider Works" shall mean: (a) anything provided by or on behalf of Software Provider from an Oracle repository; (b) any software code generated by computer aided software engineering (CASE) tools; (c) any tools, interfaces, and utilities developed by or on behalf of Software Provider; and (d) any derivative works of (a), (b), or (c) above, provided however, that items (a), (b) and (c) were not developed under the performance of this Contract solely at the direction of the Licensee in the specific performance of the Contract. With regard to the Oracle repository, transferring Custom-Developed Application Software into the repository shall not alter the State's ownership's rights stated herein. Software Provider retains the right to develop, use, and distribute works that are substantially similar to the Custom-Developed

Application Software, including works similar in function, structure, sequence, or organization, so long as such deliverables do not contain Licensee's Confidential Information. Software Provider retains all right, title and interest, including all copyrights, in any Software Provider Works. Software Provider hereby grants to Licensee a License (as defined in Contract Section A.3.b.) to use Software Provider Works that are embodied in the Custom-Developed Application Software.

- D.4.d. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Software Provider's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract. Software Provider shall retain the same ownership rights expressed in Section D.4.c. above.
- D.4.e. Development of Similar Materials. Nothing in the Contract shall prohibit the Software Provider from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- D.5. Confidentiality of Records.
 - D.5.a. In performance of this Contract, either party may disclose certain proprietary, confidential or non-public business information and/or trade secrets to the other party ("Confidential Information"). Confidential Information may include but shall not be limited to business and bidding strategies; proprietary methodologies, templates, tool kits, software and tools; methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and proprietary data and programs; and other information identified as Confidential Information by a party. Confidential Information may include confidential and proprietary information of third parties.
 - D.5.b. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. Each party shall maintain the Confidential Information disclosed by the other party in confidence, using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Each party shall take reasonable steps to advise its employees of the confidential nature of such Confidential Information and of the prohibitions on revealing such Confidential Information.
 - D.5.c. Licensee and the Software Provider each agree to disclose only information that is required for the performance obligations under this Contract.
 - D.5.d. There shall be no obligation of confidentiality with respect to information that (a) is publicly available, other than through a breach of this Contract by the receiving party; (b) is developed by receiving party independently of, or was known by receiving party prior to, any disclosures made by the disclosing party to receiving party of such information; (c) becomes available to the receiving party on a non-confidential basis from a source that the receiving party does not believe is prohibited from disclosing such information by obligation to the disclosing party; (d) is disclosed with written consent of the disclosing party; (e) is disclosed by the receiving party pursuant to an order of a court of competent jurisdiction or administrative agency, a validly enforceable subpoena, applicable regulatory or professional standards, or any other legal or administrative process; provided, to the extent permitted by applicable law or regulation, the receiving party provides notice to the disclosing party of any such request or requirement and gives the disclosing party an opportunity to object or limit such production.
 - D.5.e. Any other provision of this Contract to the contrary notwithstanding, the parties acknowledge that Licensee is a State agency and as such is subject to the Tennessee Code Annotated, Section 10-7-501 et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
 - D.5.f. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.
- D.6. HIPAA Compliance. Licensee and Software Provider shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Software Provider warrants to Licensee that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Software Provider warrants that it will cooperate with Licensee, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. Upon written request, for the purposes of determining Licensee's compliance with 45 CFR part 164, subpart E, the Software Provider agrees to provide written confirmation to the Secretary of the United States Department of Health and Human Services or his or her designee, that any Software Provider access to any PHI is incidental to the software and related services performed for Customer, and that Oracle does not store, maintain or process any PHI for Customer.
- d. The parties agree that any access by the Software Provider to any PHI ("Protected Health Information" as defined in 45 CFR part 160.103) held by the Licensee will be incidental to the software and related services provided by the Software Provider. The Software Provider will not store, maintain or process any PHI on behalf of Licensee under the Contract. To the extent that the Software Provider has any incidental access to any PHI in providing its products and services, the Software Provider will not copy, store or maintain such PHI for any reason except as necessary to complete the task requested by Licensee. Once the Software Provider has completed a specific task under the Contract for which the Software Provider may have incidentally accessed PHI, the Software Provider shall destroy or return such PHI within upon completion of the task.

D.7. Copyrights and Patents. The Software Provider agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Licensee that any information, design, specification, instruction, software, data, or material furnished by the Software provider to Licensee ("Material") infringes any intellectual property rights of a third party. In the event of any such suit or claim, the Software Provider shall give the Licensee prompt notice thereof and shall provide all assistance required by the Licensee in the Licensee's defense. The Licensee shall give the Software Provider written notice of any such claim or suit, and the Software Provider shall have full right and obligation to conduct the Software Provider's own defense thereof. Nothing contained herein shall be deemed to accord to the Software Provider, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

As a condition to the Software Provider's foregoing indemnity obligations, the Licensee shall provide the Software Licensee with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Software Provider in connection with any such claim, the Software Provider shall be entitled to control the handling of any such claim and to defend or settle any such claim for infringement of any laws regarding patents or copyrights which may arise from the Software Provider's performance of this Contract in its sole discretion. However, without Licensee's written consent, the Software Provider may not settle a claim requiring payment by Licensee of any non-reimbursable sum or admit that Licensee has any liability in conjunction with the defense or as a result of the settlement of the claim. In any such action brought against the Licensee, and in accordance with the preceding sentence, the Software Provider shall satisfy and indemnify the Licensee for the amount of any final judgment or settlement of such claim for infringement. The Software Provider further agrees it shall be liable for the reasonable fees of attorneys for Licensee in the event such service is necessitated to enforce the terms of this provision. The Licensee shall give the Software Provider written notice of any such claim or suit and full right and opportunity to conduct the Software Provider's own defense thereof.

If the Software Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Software Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Software Provider may end the license for, and require return of, the applicable Material and refund any fees Licensee may have paid for it and any unused, prepaid Technical Support fees Licensee has paid for the license. The Software

Provider will not indemnify Licensee if Licensee alters the Material or uses it outside the scope of use identified in the Software Provider's user documentation or if Licensee uses a version of the Materials that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material that was provided to Licensee. The Software Provider will not indemnify Licensee to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Software Provider. The Software Provider will not indemnify Licensee to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Software Provider. In the event that any third party programs furnished to Licensee by the Software Provider under an ordering document and used by Licensee are the subject of infringement claim as described above, the Software Provider will indemnify Licensee to the same extent that the Software Provider is itself indemnified under the Software Provider's agreement with the licensor of any such third party program. The Software Provider's liability under this section is subject to the limitations of liability in Section D.9.

- D.8. **Date/Time Hold Harmless.** The Software Provider shall hold harmless and indemnify Licensee; its officers and employees; and any agency or political subdivision of Licensee for any breach of contract that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- D.9. **Limitation of Liability.** The Software Provider's liability to the Licensee, and its indemnification of the Licensee for any acts or omissions attributable to the Software Provider under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be defined as Licensee's Maximum Liability as set forth in Section C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Software Provider. The Licensee will not indemnify the Software Provider for damages caused by the Software Provider's own actions or negligence, or those of third parties.
- D.10. **Accessibility.** Software Provider represents and warrants, without an expiration, that the Software is capable, at the time of initial delivery and under delivery of future upgrades, when used in accordance with and to the extent described in the program documentation, of providing comparable access to individuals with disabilities as defined by the applicable requirements of Section 508 of the Rehabilitation Act and the accessibility standards issued by the Architectural and Transportation Barriers Compliance Board thereunder (codified at 36 CFR Part 1194), as in effect as of the effective date of the Contract, provided that any assistive technology used with the delivered Software properly interfaces with it, and except as set forth in the Voluntary Product Accessibility Template ("VPAT") attached hereto as Attachment C. Software Provider represents that it shall not materially decrease the accessibility status of the Software and the Software is upgraded pursuant to this Contract. If the Licensee notifies the Software Provider that a person has notified the Licensee of an issue concerning the accessibility of products furnished by the Software Provider under this Contract, the Software Provider will work with the Licensee in an effort to remedy the issue in a timely manner. In the event that a claim is filed by a third party, and to the extent that the claim is based on Software Provider's non-compliance with the representations and warranties set forth in this Section D.10 in relation to the Software provided by the Software Provider, the Software Provider further agrees that it shall indemnify against such claim in accordance with such procedures related to indemnification as set forth in Section D.7. The Software Provider makes no representations to any third party software provided under this Contract. The Software Provider's liability under this section is subject to the limitations of liability in Section D.9.
- D.11. **Incorporation of Additional Documents.** Included in this Contract by reference are the following documents:
- a. The Contract
 - b. Attachments to the Contract

- c. Outside sources of language or information referenced in this Contract, such as: websites; language or terms embedded in programs or program documentation; "README" files; and "LICENSE.TXT" files.

In the event of a discrepancy or ambiguity regarding the Software Provider's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- D.12. If Software Provider makes successor products available for Siebel, J.D. Edwards, PeopleSoft, and Software Provider product lines ("New Software") that includes substantially similar functionality and features as a Program for which Licensee has purchased a Program License ("Old Software"), Software Provider will provide Licensee with a migration path from the Old Software to the New Software and the right to use the New Software under this Agreement at no charge, provided that (i) Licensee is current on Technical Support for the Old Software; (ii) this right shall only apply to New Software that is available in production release status on the operating system identified by the Licensee; and (iii) Software Provider is currently making available, such migration path from the Old Software to the New Software to its other supported customers.
- D.13. The Uniform Computer Information Transactions Act does not apply to this agreement.

STANDARD TERMS AND CONDITIONS:

- E.1. Required Approvals. Licensee is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations, as indicated by the signatures of said officials being affixed to the contract.
- E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- E.3. Termination for Convenience. Licensee may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Licensee. Licensee shall give the Software Provider at least thirty (30) days written notice before the effective termination date. The Software Provider shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Licensee be liable to the Software Provider for compensation for any service which has not been rendered. If this Contract is terminated prior to Final Software Installation Payment, then all licenses and documentation will be returned to the Software Provider and all Software procured under this Contract shall be deleted from Licensee's computer systems. In this event, Software Provider will refund Licensee's Initial Software Installation Payment. If termination occurs after Licensee has paid the Final Software Installation Payment, then the Licensee retains all stated rights to software licenses but Technical Support would end. Upon such termination, the Software Provider shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Termination for Cause.
 - E.4.a. Software Provider Breach. If the Software Provider fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Software Provider materially breaches any terms of this Contract, Licensee shall have, subject to the notice and cure requirements set forth in this Section E.4.a, the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services without waiver of any other remedy or damages available to the Licensee at law or at equity. The Licensee shall notify the Software Provider of the termination in writing. ("Termination Notice") The Termination Notice must (1) specify in reasonable detail the nature of the breach; (2) provide Software Provider with an opportunity to cure, which shall be no less than 10 days from the date of the Termination Notice; (3) shall specify the effective date of termination in the event Software Provider fails to correct the breach. The Licensee will invoke its right to terminate under this provision only for a material breach of the Contract. Upon receipt of a Termination Notice, Software Provider must present the Licensee with a written request detailing the efforts it will take to resolve the problem. Software Provider's right to "cure" shall not apply to circumstances in which the Software Provider intentionally

withholds its services or otherwise refuses to perform or for situations where there have been repeated problems reported in writing to the Software Provider with respect to identical or similar issues. Notwithstanding the above, the Software Provider shall not be relieved of liability to Licensee for damages sustained by virtue of any breach of this Contract by the Software Provider pursuant to this Section E.4.a.

- E.4.b. Licensee Breach. If the Licensee breaches a material term of this Contract and fails to correct the breach within 30 days of written specification of the breach, the Software Provider may terminate this Contract. In the event of any such breach of Contract by the Licensee, the Software Provider shall notify the Licensee in writing within 30 days of any breach of contract by the Licensee. If the breach is such that a reasonable Software Provider would not have been aware of its occurrence, the Software Provider shall notify the Licensee in writing within 30 days of the time at which the Software Provider should have been aware of the breach. Said notice must specify in reasonable detail the nature of the breach. Failure by the Software Provider to provide said written notice shall operate as an absolute waiver by the Software Provider of the Licensee's breach. Notwithstanding the foregoing, in the event Software provider reasonably believes Licensee is violating or has violated Software Provider's intellectual property rights, Software Provider may immediately seek injunctive relief to preclude Licensee from continuing such alleged violations. Licensee may vigorously contest any such request for injunctive relief. This Section in no way constitutes an admission by Licensee that the Software provider is entitled to injunctive relief, or a waiver of Licensee's sovereign immunity or other defense available to Licensee. In no event shall any breach on the part of the Licensee excuse the Software Provider from full performance under this Contract until the completion of all applicable notices and cure periods. In the event of breach by the Licensee, the Software Provider may avail itself of any remedy at law in the forum with appropriate jurisdiction.
- E.5. Subcontracting. The Software Provider shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Licensee. If such subcontracts are approved by Licensee, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections E.6. and E.7.). Notwithstanding any use of approved subcontractors, the Software Provider shall be responsible for all work performed.
- E.6. Conflicts of Interest. The Software Provider warrants that no part of the total Value of the Contract shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Software Provider in connection with any work contemplated or performed relative to this Contract.
- E.7. Nondiscrimination. The Software Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Software Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Software Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination as required by law.
- E.8. Records. The Software Provider shall maintain documentation for all charges against Licensee under this Contract. The books, records, and documents of the Software Provider, insofar as they relate to Software Provider's performance or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment to the Software Provider and shall be subject to audit at any reasonable time and upon reasonable prior written notice by Licensee, the Comptroller of the Treasury, or their duly appointed representatives. Software Provider shall not be responsible for Licensee's cost of any such audit. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Software Provider, being an independent contractor and not an employee of Licensee, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Software Provider's employees, and to pay all applicable taxes incident to this Contract.

E.11. Licensee Liability. Licensee shall have no liability except as specifically provided in this Contract.

E.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

E.13. State and Federal Compliance. The Software Provider shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

E.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Software Provider agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Software Provider acknowledges and agrees that any rights or claims against Licensee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407. In addition, the parties acknowledge that Licensee is subject to specific requirements under Tennessee law, and therefore cannot agree to:

- a. binding arbitration or mediation
- b. the payment of court costs or attorney fees
- c. limitations of warranty or liability that are not approved under the provisions of T.C.A. 12-4-119 and implementing regulations.
- d. confidentiality agreements that are inconsistent with the Tennessee Open Records Act, T.C.A. 10-7-501 et seq.

E.15. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

E.16. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

E.18. Counterparts. This Contract may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

E.19. Assignment. Licensee may not assign this Contract or give or transfer the programs and/or services or an interest in them to another individual or entity. If Licensee grants a security interest in the programs and/or services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables.

IN WITNESS WHEREOF:

ORACLE USA, INC.

Catherine Chau, VP LICENSE CONTRACTS 7-21-06
[NAME AND TITLE] Date

SIGNED ON BEHALF OF CATHERINE CHAU BY TINA TISINGER.

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7/21/06
M. D. Goetz, Jr., Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7-21-06
M. D. Goetz, Jr., Commissioner 132 Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 7/25/06
John G. Morgan, Comptroller of the Treasury Date

PeopleSoft Enterprise Programs	Quantity
Human Resources	Unlimited
Benefits Administration (includes Base Benefits, Benefits Administration, and Flexible Spending Account [FSA] Administration)	Unlimited
Time And Labor	Unlimited
eCompensation	Unlimited
eCompensation Manager Desktop	Unlimited
eProfile	Unlimited
eProfile Manager Desktop	Unlimited
eDevelopment	Unlimited
eBenefits	Unlimited
ePay	Unlimited
Directory Interface	Unlimited
ePerformance	Unlimited
HRMS Portal Pack	Unlimited
Absence Management	Unlimited
Enterprise Learning Management	Unlimited
Workforce Rewards	Unlimited
HCM Warehouse	Unlimited
General Ledger	Unlimited
Receivables	Unlimited
Payables	Unlimited
Asset Management	Unlimited
Cash Management	Unlimited
eSettlements	Unlimited
Financials Portal Pack	Unlimited
Project Costing	Unlimited
Contracts	Unlimited
Grants	Unlimited
Resource Management	Unlimited
BSA Portal Pack	Unlimited
Program Management	Unlimited
Activity Based Management	Unlimited
Scorecard	Unlimited
Billing	Unlimited
Purchasing	Unlimited
Inventory	Unlimited
eSupplier Connection	Unlimited
eBill Payment	Unlimited
eProcurement	Unlimited
Services Procurement	Unlimited
Strategic Sourcing	Unlimited
Supplier Contract Management	Unlimited
Supply Chain Portal Pack	Unlimited
Catalog Management	Unlimited
Supplier Rating System	Unlimited
Enterprise Portal	Unlimited
Payroll For North America	Unlimited

Third Party Programs - UPK		
UPK Program Materials		
UPK Program Materials Description	Language¹	Quantity
PeopleSoft UPK Developer ²	English	Unlimited
User Productivity Kit - UPK Employee	English	Unlimited
UPK Content Materials³		
PeopleSoft Enterprise UPK Content Materials Description	Quantity	
Content Materials for PeopleSoft Enterprise HRMS Programs⁴		
Human Resources	Unlimited	
Payroll For North America	Unlimited	
Benefits Administration	Unlimited	
Time And Labor	Unlimited	
ePay	Unlimited	
eProfile	Unlimited	
eBenefits	Unlimited	
ePerformance	Unlimited	
Content Materials for PeopleSoft Enterprise Learning Solutions Programs⁵		
Enterprise Learning Management	Unlimited	
Content Materials for PeopleSoft Enterprise Financials/ESA Programs⁶		
General Ledger	Unlimited	
Receivables	Unlimited	
Payables	Unlimited	
Asset Management	Unlimited	
Expenses	Unlimited	
Project Costing	Unlimited	
Contracts	Unlimited	
Grants	Unlimited	
Content Materials for PeopleSoft Enterprise Supply Chain Management Programs⁷		
Billing	Unlimited	
Purchasing	Unlimited	
Inventory	Unlimited	
eProcurement	Unlimited	
Other PeopleSoft Enterprise Content Materials		
Reporting Tools for HRMS Programs ⁸	Unlimited	
Reporting Tools For Financials/ESA and Supply Chain Management Programs ⁹	Unlimited	
Fundamentals For HRMS Programs ¹⁰	Unlimited	
Fundamentals for Financials and Supply Chain Management Programs ¹¹	Unlimited	

Other Third Party Programs	
Third Party Program Description	Quantity
Micro Focus International Ltd. Server Express COBOL for UNIX®	25 Named users (unlimited runtime use as described in the Server Express COBOL for UNIX section below)
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	Unlimited
Crystal Reports for PeopleSoft Enterprise	Unlimited

Optional Software Modules	
PeopleSoft Enterprise Programs	Quantity
<i>Travel</i>	
▪ Expenses	Unlimited
▪ Mobile Time and Expense	Unlimited
<i>Data Warehouse and Business Data Analysis</i>	
▪ Performance Management Warehouse (fka Enterprise Warehouse)	Unlimited

CD Packs	
CD Pack Description	Quantity
PeopleSoft Enterprise - Financial & Supply Chain Management Media Pack	1
PeopleSoft Enterprise - Human Resources Management System and Campus Solutions Media Pack	1
PeopleSoft Enterprise - Performance Management Media Pack	1
PeopleSoft Enterprise - Enterprise Learning Solution Media Pack	1
PeopleSoft Enterprise - Portal Solutions Media Pack	1
PeopleSoft Enterprise - User Productivity Kit Content - Financials & Supply Chain Management Media Pack	1
PeopleSoft Enterprise - User Productivity Kit Content - Enterprise Learning Solutions Media Pack	1
Oracle® User Productivity Kit Media Pack	1
PeopleSoft Enterprise - User Productivity Kit Content- Human Resources Management System Media Pack	1
Third Party – MicroFocus for PeopleSoft Enterprise Media Pack	1

PROGRAM SPECIFIC TERMS FOR PEOPLESOFT ENTERPRISE PROGRAMS

Server Express COBOL for UNIX

Notwithstanding anything in the contract to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only one (1) instance of the Server Express for UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and Licensee may use any number of Application Servers in connection with PeopleSoft programs. Licensee may only use this program with PeopleSoft and JD Edwards programs that Licensee has licensed. "Named user" shall mean one (1) uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) Technical Support fees shall be as set forth in Section C.3.a of the Contract, and are not dependent on number of employees or revenues. As of the effective date of the Contract, and as stated in the program documentation, the following LINUX/UNIX operating systems are supported: Solaris 9 and 10; AIX 5.2 and AIX 5.3; SuSE 9.0 and RedHat 4.0; Tru64 5.1; HPUX 11.11(11i); and HPUX 11.23.

Included Programs - PeopleTools

Licensee may use PeopleTools – Restricted Development and PeopleTools Mobile Agent – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs Licensee has licensed. The Software Provider will deliver these programs to Licensee per the terms of the Delivery section.

Performance Management Warehouse ("PMW")

This program may be used only to: (i) import data from any source into the PMW; and (ii) export any data from the PMW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft program or back into the original source of such data; and (iii) develop unlimited extensions of the PMW data tables.

Scorecard

Notwithstanding anything in the contract to the contrary, the license for this program includes a license (i) for full usage of the EPM Foundation (which includes EPM tools, delivered extract, transform, and load tool, delivered metadata management tool and Operational Warehouse (OW) tables only to access the features and functions of such licensed program; and (ii) to extend only the OW data tables that are used to facilitate the functionality of such licensed program; and (iii) to import data from any source only into the OW data tables that are used to facilitate the functionality of such licensed program; and (iv) to export data from the OW to any target; provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft program or back into the original source of such data.

Language and Associated Functionality/Country

Except for Payroll for North America, Licensee is licensed to use language and associated country specific functionality listed below and contained in the programs listed in Attachment A for the PeopleSoft Enterprise Product Line. For the Payroll for North America Licensee is licensed to use only the language and associated functionality by country contained in the program and described in the program documentation.

Language/Associated Functionality -English/North America

Additional License Rights

Licensee's license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

Included Programs - Crystal Reports for PeopleSoft Enterprise

This program is a third party program and it is also a supportable program. "Unlimited users" for purposes of this program means all users who are authorized by Licensee to use such program. Licensee may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed under this contract.

Included Programs - WebSphere

Notwithstanding anything in the contract to the contrary, the Software Provider shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the contract, use of this program shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere program, as those terms may change from time to time. This third party program is a supportable program and is for use for an unlimited number of users provided such users are within the Enterprise Scope. This third party program is also for use on an unlimited number of servers, provided such use is within the license grant as set forth in Section A.3.b of the Contract.

ADDITIONAL UPK TERMS

¹If "All Available Languages" is selected, Licensee will be licensed to use and access only those versions of the User Productivity Kit that are available as of the Contract effective date. Any additional licensed languages that may become available after the Contract effective date may be used and accessed by Licensee only as may be provided pursuant to Technical Support, provided Licensee is a current, compliant subscriber to Technical Support.

²Licensee shall use User Productivity Kit - UPK Developer to develop content to be used solely for providing training to the UPK Employees on any PeopleSoft or JD Edwards programs. In no event will Licensee market or distribute any such training content or products to any other party.

³For UPK content materials licensed under this Contract, Licensee represents and warrants that Licensee has a valid license for the underlying program(s). All content materials are published in English language only.

⁴These content materials are for version 8.8 or 8.9 of the applicable program. Provided Licensee has remained current with Technical Support, Licensee shall be entitled to receive any updates of the content materials that are generally made available for later versions of the applicable program.

⁵These content materials are for version 8.8 of the applicable program. Provided Licensee has remained current with Technical Support, Licensee shall be entitled to receive any updates of the content materials that are generally made available for later versions of the applicable program.

⁶These content materials are for version 8.8 or 8.9 of the applicable program. Provided Licensee has remained current with Technical Support, Licensee shall be entitled to receive any updates of the content materials that are generally made available for later versions of the applicable program.

⁷These content materials are for version 8.8 or 8.9 of the applicable program. Provided Licensee has remained current with Technical Support, Licensee shall be entitled to receive any updates of the content materials that are generally made available for later versions of the applicable program.

⁸These content materials are for version 8.8 or 8.9 of the applicable program. Provided Licensee has remained current with Technical Support, Licensee shall be entitled to receive any updates of the content materials that are generally made available for later versions of the applicable program.

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Technical Support Policies follow this page.

Technical Support Policies

Effective Date: 01-JUNE-2006

OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", and in former Siebel agreements as the "Maintenance Services Policy".

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

To receive technical support as provided by Oracle Support Services (OSS) and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for Oracle programs is available through one of Oracle's three web-based customer support systems: (i) Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), (ii) SupportWeb (for Siebel programs), and (iii) MetaLink (for all other Oracle programs.)

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/privacy.html>.

These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

License Set

A license set consists of (i) all of your licenses of a program, (ii) licenses of a program which share the same source code*, (iii) licenses of a program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported), except as noted below. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter. Note: If you have Gold Support (formerly available from Siebel) for your licenses, you may maintain different service levels for licenses within a license set provided that all licenses in the license set are supported.

Reinstatement of Oracle Technical Support

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount, capped at the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Unsupported Programs

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

Technical Contacts

It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts are the sole liaisons between you and OSS for technical support of programs. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

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

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

Program Updates

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality.

For Siebel programs, any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy to one designated shipping site for Software Update License & Support, Standard Support, and Upgrade Service, one update copy per additional region for Multiple Region Support, and one update copy to up to three designated shipping sites for Gold Support. You shall be responsible for copying and installing the updates.

For all other Oracle programs, including PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying and installing the updates.

Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

Lifetime Support

"Lifetime Support" consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

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

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Once Extended Support expires, or for releases for which the Extended Support option was not available, Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) for specific server technology and application programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. ContextMedia, Hot Sip, Sleepy Cat, and TripleHop programs, and other programs and releases that have already had desupport dates posted on MetaLink are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs, and for as long as IBM supports the iSeries, or at least until 2013 for JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs, and for as long as IBM supports the iSeries, or at least until 2013 for JD Edwards World A7.3 and A8.1. Upgrade scripts to JD Edwards World A7.3 and A8.1 are available for PeopleSoft World A5.2, A6.1, and A7.2.

*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches for a PeopleTools minor release are created when that release becomes generally available and will be supported for a short duration after the next minor release becomes generally available.

To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Lifetime Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

*formerly Retek, ProfitLogic, and 360 Commerce

6. For Oracle's TimesTen In-Memory Database and In-Memory Database Options, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which the release will be desupported.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain programs and; therefore, Oracle reserves the right to desupport certain programs. Programs that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If a Siebel program is desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on MetaLink or Customer Connection. Desupport information is subject to change. Oracle will provide updated desupport information on MetaLink or Customer Connection as necessary.

First and Second Line Support

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such programs perform in all material respects the functions described in the associated documentation.

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

PeopleSoft- and JD Edwards-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive

technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified hardware platform, database and operating system configuration to continue receiving technical support services from Oracle.

PeopleSoft and JD Edwards Release Information

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

ORACLE TECHNICAL SUPPORT LEVELS

Software Update License & Support

Programs in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to MetaLink, Customer Connection, or SupportWeb* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

* For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Siebel technology and application programs, web-based support is provided through SupportWeb. For all other Oracle programs, web-based support is provided through MetaLink.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to MetaLink (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "[Lifetime Support Policy: Coverage for Applications & Server Technologies](#)" (PDF) document for information on your specific release.

Priority Service

Priority Service is available for programs in the Premier, Extended, or Sustaining Support phases of Oracle's product support lifecycle. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers

- Service Request Response Guidelines: Reasonable efforts will be made to respond to service requests per the following guidelines:
 - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)
 - 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
 - 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
 - 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

Incident Server Support Package

Incident Server Support provides web-based technical support and is available on a per server basis in packages of 10 service requests and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

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

Incident Server Support Packages are valid for one year from the date of purchase; any unused service requests expire at the end of the term. Access to MetaLink expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to MetaLink (24x7 web-based technical support system), including the ability to log service requests online

- Access to downloadable software patches and patchsets

JDeveloper Support

JDeveloper Support is available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network (OTN) after June 28, 2005. JDeveloper Support is available for as long as Premier Support is available for your Oracle licenses and consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to MetaLink (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into MetaLink)

Extended Support

Extended Support may be available for certain Oracle programs after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for certain releases of a program.

Per Oracle's Matching Service Levels policy stated above, Extended Support (if offered) must be purchased for all licenses of the version of the Oracle program for which Premier Support has expired, unless stated otherwise in the relevant ordering document.

Programs in the Extended Support phase of Oracle's product support lifecycle will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to MetaLink, Customer Connection, or SupportWeb (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Sustaining Support

Once Extended Support has expired, Oracle will make available Sustaining Support for all Oracle programs. For releases that do not have an Extended Support option, Sustaining Support will be available upon the expiration of Premier Support. Programs in the Sustaining Support phase of Oracle's product support lifecycle will receive Software Update License & Support limited to the following:

- Existing program updates, fixes, security alerts, and critical patch updates
- Existing tax, legal, and regulatory updates
- Existing upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week

- Access to MetaLink, Customer Connection, or SupportWeb (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions

Customer-specific fixes to correct new issues may be purchased for an additional time- and materials-based fee.

PREVIOUS TECHNICAL SUPPORT OFFERINGS

Software Updates (formerly available from Oracle)

Effective March 1, 2005, Software Updates is no longer available for new first year license and support sales. If you have Software Updates for your Oracle licenses, you may continue to renew your service at this level for as long as Premier Support is available for your Oracle licenses. Based on availability, support may be extended for an additional three years with Extended Support (defined above, except as provided in Note 1 below) for specific releases. Once Extended Support expires, or for releases for which the Extended Support option was not available, Sustaining Support (defined above, except as provided in Note 1 below) will be available for as long you maintain technical support for your Oracle licenses. Software Updates consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Limited access to bug fix information and patches on MetaLink

Note 1: Excludes assistance with service requests and non-technical customer service.

Product Support (formerly available from Oracle)

Effective March 1, 2005, Product Support is no longer available for new first year license and support sales. Software Update License & Support reflects the combination of the Software Updates and Product Support service levels. Renewals for licenses on which you have Software Updates and Product Support will reflect the combined offering Software Update License & Support.

Incident Support Package (formerly available from Oracle)

Effective March 1, 2005, Incident Support is no longer available for new first year license and support sales and may not be renewed. If you purchased an Incident Support Package for your Oracle licenses, any unused service requests will expire at the end of the term. Incident Support provided web-based technical support and was available for the following products only:

- Oracle Database Standard Edition
- Oracle Database Standard Edition One
- Oracle Database Personal Edition
- Oracle Database Lite

Access to MetaLink expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Support included:

- Access to MetaLink (24x7 web-based technical support system)
- Ability to log service requests through MetaLink

World Support Service (formerly available as World Self Service from PeopleSoft)

Effective December 29, 2004, World Self Service is no longer available for new first year license and support sales. If you have World Self Service for your licensed programs, you may continue to renew your service under the service level World Support Service for as long as Premier Support is available for these licenses. World Support Service consists of:

- Access to Customer Connection (24 x 7 web-based technical support), excluding the ability to log service requests
- Program updates, general maintenance releases, selected functionality releases, and patches through Customer Connection
- Documentation updates

Access to technical analysts (online or by telephone) is excluded.

Extended Maintenance Support (formerly available from Oracle)

For those products and releases that have been desupported for which Extended Maintenance Support (EMS) dates have been published on MetaLink as of September 20, 2005, Oracle will continue to provide EMS through the expiration date defined in the Desupport Notice for such products and releases to those customers who purchase or have purchased EMS. Per Oracle's Matching Service Levels policy stated above, EMS must be purchased for all licenses of the version of the Oracle program that has been desupported.

Extended Maintenance Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to MetaLink (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into MetaLink)

Extended Maintenance Support does not include:

- Certification with new third party products/versions

Extended Support (formerly available from Oracle)

For those products and releases that have been desupported for which Extended Support (ES) dates have been published on MetaLink as of September 20, 2005, Oracle will continue to provide ES through the expiration date defined in the Desupport Notice for such products and releases to those customers who maintain technical support for the desupported version.

Extended Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week

- Access to MetaLink (24 x 7 web-based customer support systems), including the ability to log service requests online and providing known workarounds, existing fixes and existing program updates through MetaLink
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with questions regarding compatibility and certification

Extended Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- Certification with new third party products/versions
- Certification with other Oracle products

Please note that this service is different from Extended Support offered under the Lifetime Support policy.

Standard Support (formerly available from Siebel)

Effective February 1, 2006, Standard Support is no longer available for new first year license and support sales. Effective April 17, 2006, Standard Support may not be renewed. Service renewal contracts containing licenses on which you had Standard Support will reflect Software Update License & Support. Standard Support consisted of:

- Assistance with service requests Monday through Friday during local business hours, excluding holidays. Local business hours are:
 - 6:00 A.M. to 6:00 P.M. Pacific Time for the North America region
 - 9:00 A.M. to 6:00 P.M. local time outside of the North America region
- Access to SupportWeb (24 x 7 web-based customer support system), including the ability to log service requests online
- Software maintenance releases and software updates

With the purchase of Standard Support, you were able to designate two technical contacts to serve as liaisons with OSS.

Gold Support (formerly available from Siebel)

Effective February 1, 2006, Gold Support is no longer available for new first year license and support sales. If you have Gold Support for your Oracle licenses, you may continue to renew your service at this level for no longer than a twelve month period. Gold Support consists of all of the features of Standard Support defined above, and includes the following:

- Assistance with service requests 24 hours per day, 7 days a week for Severity 1 and production usage Severity 2 issues. 24 x 7 service may include pager service during off peak hours. For all other issues, Standard Support is provided as described above.
- Multiple region support which allows you to obtain support in all global regions (the Americas, Asia Pacific, and Europe), instead of one primary region.
- Support Account Manager (SAM) – Gold Support customers who meet the annual technical support fee minimum will be assigned a SAM. The SAM's responsibilities include:
 - Conducting regular calls and service request reviews with your Oracle project team.
 - Addressing service request trends and areas of improvement identified in Satmetrix surveys.
 - Acting as the primary technical support point of contact for you and your Technical Account Manager (TAM) to escalate issues and proactively deliver

- o implementation details (e.g., Statements of Direction, technical notes, and alerts).
- o Providing notification to the Duty Manager of any scheduled after-hours requirements.
- o Being knowledgeable of the details related to your implementation and working with you to ensure your system profile is current.

With the purchase of Gold Support, you may designate eight technical contacts, who may be located in multiple regional time zones worldwide, to serve as liaisons with OSS.

Service Request Packs (formerly available from Siebel)

Effective February 1, 2006, Service Request Packs are no longer available for new first year license and support sales. If you purchased Service Request Packs as the level of support for your Oracle licenses, any unused service requests will expire at the end of the term. Service Request Packs consisted of:

- Assistance with service requests Monday through Friday during local business hours, excluding holidays. Local business hours are:
 - o 6:00 A.M. to 6:00 P.M. Pacific Time for the North America region
 - o 9:00 A.M. to 6:00 P.M. local time outside of the North America region
- Access to SupportWeb (24 x 7 web-based customer support system), including the ability to log service requests online.

Access to SupportWeb expires at the same time the final service request is resolved.

With the order of Service Request Packs, you were able to designate two technical contacts to serve as liaisons with OSS.

Upgrade Service (formerly available from Siebel)

Effective February 1, 2006, Upgrade Service is no longer available for new first year license and support sales. Effective April 17, 2006, Upgrade Service may not be renewed. Service renewal contracts containing licenses on which you had Upgrade Service will reflect Software Updates. Upgrade Service included software maintenance releases and software updates.

Rollout Support (formerly available from Siebel)

Effective February 1, 2006, Rollout Support is no longer available for new first year license and support sales. Effective April 17, 2006, customers with a current Standard Support service contract and who have already purchased a single week of Rollout Support may no longer purchase an additional week of Rollout Support. Rollout Support provided 24x7 support coverage in weekly increments for Severity 1 and Severity 2 issues during your product implementation or upgrade phase.

Multiple Region Support (formerly available from Siebel)

Effective February 1, 2006, Multiple Region Support is no longer available for new first year license and support sales. Effective April 17, 2006, Multiple Region Support may not be renewed. Service renewal contracts containing licenses on which you had Multiple Region Support will reflect Software Update License & Support. Multiple Region Support provided two additional technical contacts per additional global region. Your technical contacts received support during the normal business hours for their location.

Technical Support Offerings from other Acquisitions

All technical support offerings from acquired companies that are not detailed above have been transitioned to Oracle's technical support offerings. Please contact your Support Sales Representative if you have questions regarding service availability.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, and Siebel:

MetaLink is one of Oracle's three customer support web sites. Access to MetaLink is governed by the Terms of Use posted on the MetaLink web site, which are subject to change. Access to MetaLink is limited to your designated technical contacts. Access to MetaLink is included with Incident Server Support and Software Update License & Support. For customers with a current Software Updates service contract, limited access to MetaLink is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. Access to Customer Connection is included with Software Update License & Support and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for Web-Based Customer Support Systems applies to Siebel programs only:

SupportWeb is Oracle's third customer support web site. Access to SupportWeb is governed by the Terms of Use posted on the SupportWeb web site at <http://supportweb.siebel.com/support/private/content/general/usage.html>, which are subject to change. A copy of these Terms is available upon request. Full access to SupportWeb is limited to your designated technical contacts. Read-only access is provided to your entire project team. Access to SupportWeb is included with Software Update License & Support and Gold Support.

ORACLE SUPPORT AGENT

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

SEVERITY DEFINITIONS

Service requests may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level, formerly known as "Priority Levels" for PeopleSoft and JD Edwards customers, is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

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

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

Reasonable efforts will be made to respond to Severity 1 service requests within one hour.

24 Hour Commitment to Severity 1 Service Requests: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

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

Severity 3

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

Severity 4

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

MAXIMIZING TECHNICAL SUPPORT

The following policy for Maximizing Technical Support applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, and Siebel:

By meeting the standards and using the Oracle tools described below, you will assist Oracle in providing support services and may improve the speed and quality of services received.

- **Use Oracle Collaborative Support**
Understanding your software and hardware environment is an integral part of resolving a service request. Oracle offers a number of tools, scripts and utilities, through various connection methods, to assist in examining the configuration of Oracle environments and in the resolution of service requests. To learn more about Oracle's Collaborative Support, login to MetaLink and click on the "Oracle Collaborative Support" icon located just below the MetaLink menu.
- **Have Knowledgeable Customer Technical Contacts**
Your technical contacts should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests.
- **Have the Ability to Reproduce Problems**
When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem.

CONTACT INFORMATION

Phone numbers and contact information for Siebel programs can be found on Siebel's web site at <http://www.siebel.com/crm-company/worldwide-contacts.shtml> or for existing customers with Siebel SupportWeb accounts at <http://ebusiness.siebel.com/supportweb>.

Phone numbers and contact information for all other Oracle programs can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

Oracle Product Accessibility Status

Name of Product: PeopleSoft Applications (versions 8.38.0-8.9)
 Last updated: 2/14/08 N.06

Minimum Version: This Voluntary Product Accessibility Template (VPAT) pertains to the generated HTML output generated by the Integrated Development Environment (IDE), PeopleTools (versions 8.48.0). This VPAT does not pertain to the coding of the IDE itself. This VPAT also does not pertain to PeopleSoft products that are not based on PeopleTools, such as HR, Edwards EnterpriseOne product.

Beginning with PeopleTools 8.14.8 delivered in June 2001, PeopleSoft and Oracle have made many enhancements to ensure that the HTML generated by PeopleTools is of very high quality and coded to industry standards. Standard HTML is easier to interpret for assistive technologies. See the detailed table for more information.

PeopleSoft's pure front-end architecture is more data driven. HTML is generated centrally by PeopleTools rather than being coded manually page by page. Coding for most of the technical standards in this subsection was achieved by making changes centrally.

Exception: For 1194.22(g) there are a few instances where row headers are missing in grid tables. This issue is currently scheduled to be addressed in a future release.

For 1194.22(h) the row headers mentioned above will need to be associated with the appropriate data cells and as with the issue above, this issue is currently scheduled to be addressed in a future release.

NOTE: The HTML Area control and the forms are different from other PeopleTools page controls in that they enable application developers to write their own HTML. With other controls, the PeopleTools automatically generates the HTML code. The HTML code for an HTML Area or a form is inserted into the dynamically generated HTML code surrounding the HTML Areas and forms are seldom used in PeopleSoft products.

For more information regarding the accessibility status of this product or other Oracle products, please contact mail to 1620accessible.www@oracle.com

- Section 1194.21 - Software Applications and Operating Systems**
- Section 1194.22 - Web-based intranet information and applications**
- Section 1194.23 - Telecommunication Products**
- Section 1194.24 - Video and Multi-media Products**
- Section 1194.25 - Self-Contained, Closed Products**
- Section 1194.26 - Desktop and Portable Computers**
- Section 1194.31 - Functional Performance Criteria**
- Section 1194.41 - Information, Documentation and Support**

Note: This document is provided for information purposes only and the contents hereof are subject to change without notice. Oracle Corporation does not warrant that this document is error free, nor does it provide any other warranties or conditions, whether expressed orally or implied in law, including implied warranties and conditions of merchantability or fitness for a particular purpose. Oracle Corporation specifically disclaims any liability with respect to this document and no contractual

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Section 1194.21 Software Applications and Operating Systems

Criteria	Supporting Features	Remarks (e.g., definition, equivalent facilitation, scope of support provided)
<p>1194.21(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.</p>	<p>Not Applicable</p>	<p>This section is filled out as Not Applicable, because this VPAT pertains only to the HTML-based Applications generated by PeopleTools, and not to any thick clients. All questions are therefore answered in the next section, 1194.22.</p>
<p>1194.21(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</p>	<p>Not Applicable</p>	
<p>1194.21(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.</p>	<p>Not Applicable</p>	
<p>1194.21(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p>	<p>Not Applicable</p>	

1194.21(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Not Applicable	
1194.21(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Not Applicable	
1194.21(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not Applicable	
1194.21(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not Applicable	
1194.21(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not Applicable	
1194.21(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable	
1194.21(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
1194.21(l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not Applicable	

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Section 1194.22 Web-based Internet Information and Applications

Criteria	Supporting Features	Remarks (e.g., definition, equivalent, facilitation, scope of support provided)
1194.22(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Product has been coded to meet this standard subject to the remarks on the right.	PeopleTools 8.14 and later releases enable associating a text equivalent to non-text elements. Labels can be associated with all images. The labels are

		<p>presented to end-users as an ALT attribute on IMG tags.</p> <p>PeopleSoft's application development standards specifically require that all functional images have labels and that the labels effectively communicate the purpose of the image. The standards also require that ornamental images not have labels. PeopleSoft applications do not use non-text elements like Java applets, audio or video.</p> <p>Additionally, images contained within HTML Areas should be appropriately labeled, provided application developers follow PeopleSoft's application development standards.</p>
<p>1194.22(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.</p>	<p>Not Applicable</p>	<p>PeopleSoft applications do not use multimedia presentations</p>
<p>1194.22(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>PeopleSoft's application development standards specifically require that if color is used to convey meaning, the information must also be presented in</p>

		<p>another way (e.g. with text or with shape). PeopleSoft Applications are coded to meet this standard, provided application developers follow PeopleSoft's application development standards.</p>
<p>1194.22(d) Documents shall be organized so they are readable without requiring an associated style sheet.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>It should be noted that pages are less attractive without their stylesheets but they are readable.</p> <p>If end-users want, they can associate their own stylesheet with PeopleSoft pages using the accessibility options on their web browser. For example, in Microsoft Internet Explorer 5.5:</p> <ol style="list-style-type: none"> 1. In Tools, Internet Options ..., click on the "Accessibility..." button. 2. Select the "Use my style sheet" option and choose a style sheet. 3. Click OK. Coding for this standard is handled centrally by PeopleTools, except for HTML Areas.
<p>1194.22(e) Redundant text links shall be provided for each active region of a server-side image map.</p>	<p>Not Applicable</p>	<p>PeopleSoft applications do not use server-side image maps.</p>
<p>1194.22(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.</p>	<p>Product has been coded to meet this standard subject to the remarks on the</p>	<p>All image maps are client-side image maps. The image maps used in</p>

	right.	<p>PeopleSoft products include:</p> <ul style="list-style-type: none"> • The calendar control for choosing a date. • Charts.
<p>1194.22(g) Row and column headers shall be identified for data tables.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>Column Headers: PeopleTools enables having a column header for data tables. The HTML generated by PeopleTools for column headers uses the TH tag and the scope="col" attribute.</p> <p>Row Headers: Rows in PeopleSoft data tables typically do not have a conceptual row header because of compound keys. That is, every column in a data table is usually a data column, not a header. In the rare cases where a data table does have a conceptual row header, PeopleSoft applications do not currently mark the headers using the scope="row" attribute. This issue is currently scheduled to be addressed in a future release.</p> <p>PeopleSoft's application development standards specifically require that all Grid control column</p>

		<p>headers be labeled and that all Grid and Scroll Area controls have titles. PeopleSoft applications are coded to meet this standard, provided that application developers populate data table column headers.</p>
<p>1194.22(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>PeopleTools' Grid control, which is used by application developers to generate data tables, does not allow two or more logical levels of row or column headers. PeopleTools' Scroll Area controls have sometimes been used to approximate the behavior of data tables. These are being handled on a case-by-case basis. Where, as mentioned above in 1194.22(g), when conceptual row headers are used, scope="row" is not currently attributed to those headers. This issue is currently scheduled to be addressed in a future release.</p>
<p>1194.22(i) Frames shall be titled with text that facilitates frame identification and navigation.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>Coding for this standard is handled centrally by PeopleTools, except for portal frame-based templates. The frames in PeopleSoft products are titled with meaningful text labels using the</p>

		<p>NAME attribute on the FRAME tag. Assistive technologies, like WindowEyes by GW Micro, successfully read this label. To broaden support for assistive technologies even further, TITLE attributes will be added to frames in a future release.</p>
<p>1194.22(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>In general, the animation used in PeopleSoft products is the blinking Processing image. It blinks at a rate of 1 Hz and only for brief periods of time.</p>
<p>1194.22(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.</p>	<p>Not Applicable</p>	<p>This standard requires an alternative text-only page if that is the only way to make the primary pages compliant with 1194.22(a) through (p). In PeopleSoft applications' case, the pages meet the requirements of 1194.22(a) through (p), or at least provide equivalent facilitation to the extent described in this VPAT. In addition, a text-only page would not associate a data cell with a row header in a grid table.</p>
<p>1194.22(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>PeopleTools generates JavaScript to facilitate processing. It does not affect the display of pages. The JavaScript</p>

		<p>is usually initiated from text or image hyperlinks. The image hyperlinks have a text equivalent (ALT attribute on the IMG tag) that makes them accessible to Assistive Technologies. Coding for this standard is handled centrally by PeopleTools, except in HTML Areas.</p>
<p>1194.22(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Section 1194.21 (a) through (l).</p>	<p>Not Applicable</p>	<p>There are no applets, plug-ins, or other applications used within HTML Areas in PeopleSoft applications. However, because HTML Areas permit application developers to write their own HTML code, such areas could contain applets, plug-ins or other applications. If so, this functionality would have to be evaluated separately.</p>
<p>1194.22(n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>PeopleSoft electronic forms are generated by PeopleTools using standard HTML form markup. Information in the form (e.g. instructional text) is simple HTML text. Form field elements are generated by PeopleTools as standard HTML form objects. Functionality for completion and submission of the form is provided with standard HTML</p>

		<p>markup and JavaScript.</p> <p>The Guide to the Access Board's Standards recommends placing labels in close proximity to fields. PeopleSoft's application development standards specifically require that all form data entry fields have labels near the field. The Guide also recommends using the LABEL tag with FOR and ID attributes to explicitly associate fields with their labels. This is exactly what PeopleTools does when generating HTML form field elements.</p> <p>PeopleSoft applications are coded to meet this standard, provided that application developers place fields in close proximity to form field elements.</p>
<p>1194.22(o) A method shall be provided that permits users to skip repetitive navigation links.</p>	<p>Product has been coded to meet this standard subject to the remarks on the right.</p>	<p>PeopleSoft pages have a hyperlink on an invisible page element (a gif image with ALT text) at the top of the page that skips over repetitive navigation links, and jumps to the beginning of the page's content. This satisfies the needs of visually impaired</p>

		<p>users using assistive technology without cluttering the page for sighted users.</p> <p>In addition, users can use the "my favorites" function to easily navigate to frequently accessed folders and content.</p>
1194.22(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Product has been coded to meet this standard subject to the remarks on the right.	

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Section 1194.23 Telecommunications Products

Criteria	Supporting Features	Remarks (e.g., definition, equivalent facilitation, scope of support provided)
1194.23(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not Applicable	PeopleSoft Applications do not have any telecommunications functionality to them, and therefore this section is Not Applicable.
1194.23(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not Applicable	
1194.23(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not Applicable	
1194.23(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for	Not Applicable	

the user to indicate more time is required.		
1194.23(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not Applicable	
1194.23(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not Applicable	
1194.23(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
1194.23(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not Applicable	
1194.23(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not Applicable	
1194.23(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not Applicable	
1194.23(k)(1) For products which have mechanically operated controls or keys, controls and keys shall be tactilely discernible without activating the controls or keys.	Not Applicable	
1194.23(k)(2) For products which have mechanically operated controls or keys, controls do not require tight grasping, pinching or twisting of the wrist to operate.	Not Applicable	
1194.23(k)(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Not Applicable	

1194.23(k)(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Not Applicable	
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Section 1194.24 Video and Multi-media Products

Criteria	Supporting Features	Remarks (e.g., definition, equivalent facilitation, scope of support provided)
1194.24(a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not Applicable	
1194.24(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not Applicable	
1194.24(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not Applicable	
1194.24(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not Applicable	
1194.24(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable	Not Applicable	

unless permanent.

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Section 1194.25 Self-Contained, Closed Products

Criteria	Supporting Features	Remarks (e.g., definition, equivalent, facilitation, scope of support provided)
1194.25(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.	Not Applicable	
1194.25(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not Applicable	
1194.25(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with Section 1194.23 (k) (1) through (4).	Not Applicable	
1194.25(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	
1194.25(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not Applicable	
1194.25(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
1194.25(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not Applicable	

1194.25(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not Applicable	
1194.25(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	
1194.25(j)(1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not Applicable	
1194.25(j)(2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not Applicable	
1194.25(j)(3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not Applicable	
1194.25(j)(4) Operable controls shall not be more than 24 inches behind the reference plane.	Not Applicable	

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Section 1194.26 Desktop and Portable Computers

Criteria	Supporting Features	Remarks (e.g., definition, equivalent, facilitation, scope of support provided)
1194.26(a) All mechanically operated controls and keys shall comply with Section 1194.23 (k) (1) through (4).	Not Applicable	
1194.26(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with Section 1194.23 (k) (1) through (4).	Not Applicable	
1194.26(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	

1194.26(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.	Not Applicable	
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Section 1194.31 Functional Performance Criteria

Criteria	Supporting Features	Remarks (e.g., definition, equivalent facilitation, scope of support provided)
1194.31(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.	Yes	Subject to the information provided in this document, this product has been coded to meet the applicable technical provisions of the 508 standards.
1194.31(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.	Yes	Subject to the information provided in this document, this product has been coded to meet the applicable technical provisions of the 508 standards.
1194.31(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided	Not Applicable	There is no reliance on sound.
1194.31(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not Applicable	There is no reliance on sound.
1194.31(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used	Not Applicable	There is no reliance on speech input.

by people with disabilities shall be provided.		
1194.31(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Yes	Subject to the information provided in this document, this product has been coded to meet the applicable technical provisions of the 508 standards.

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Section 1194.41 Information, Documentation and Support

Criteria	Supporting Features	Remarks (e.g., definition, equivalent, facilitation, scope of support provided)
1194.41(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Support documentation for this product is available in accessible electronic format.	
1194.41(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Information about accessibility features of Oracle products is available in HTML format at www.oracle.com/accessibility .	
1194.41(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Oracle Support's portfolio of service offerings provide two basic customer interfaces: the Internet, using MetaLink, or the phone. While Oracle customers have access to electronic support via MetaLink and in the near future iSupport, customers always have the option of calling. TTY access is available using 1-800-446-2398 for technical and non-technical questions.	

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ORACLE®
PEOPLESOFT ENTERPRISE

Installation Checklist – 8x

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Scheduling for a PeopleSoft Installation

We have received your request to perform an installation of your PeopleSoft software. Please complete this checklist and return it via e-mail at the earliest possible date.

North America: walter.zuchold@oracle.com

Your installation will be scheduled to occur within 2 to 5 weeks of the receipt of the completed 'Installation Checklist' and any applicable contracts.

Documentation and Helpful Links

To complete this checklist, you will need to carefully review the linked documentation on the PeopleSoft Customer Connection web site. Use your **Customer Connection** login and password to reference the documentation. If you haven't received your login and password to the PeopleSoft **Customer Connection** web site, you will need to contact Customer Care (800-477-5738 Option #2) for assistance.

The following documents provide specific information for answering the questions in this document and preparing for the installation. They can be found in **Customer Connection** at the following links:

Hardware and Software Guide

This document provides an overview of basic PeopleSoft architecture and the requirements for PeopleSoft Server Components. Be sure to select the correct version of this document for the PeopleTools release being installed as indicated on the PeopleTools CD. Also, review any supplemental guides identified for a product suite or application you are installing.

The PeopleSoft Installation Guide(s)

The guides are available for both Applications and PeopleTools (particular attention should be paid to the first chapter of the PeopleTools installation guide for your PeopleTools release).

COBOL and Module Chart

This chart identifies which products use COBOL, and will require the purchase of a PeopleSoft supported COBOL compiler.

**COBOL compiler is not needed for: Enterprise Performance Mgt. (EPM), Customer Relationship Mgt. (CRM), Staffing Front Office (SFO), Enterprise Learning Management (ELM), or Enterprise Portal.

****FAQ on COBOL Compiler**

PeopleSoft Platform Database

This site identifies the PeopleSoft certified release levels for: the operating system, RDBMS, COBOL compiler, browser, Web Server, etc. For the installation to occur you must be at the PeopleSoft certified version.

Operating System, RDBMS & Third Party Product Patches Required for Installation

This document lists any additional Operating System, RDBMS, or Third Party patches/fixes required for the PeopleSoft system to be certified. You must apply these patches for the installation to begin and prior to the arrival of the installer.

For Oracle (OS00000706) Customers only

UNIX System Services

Please refer to the following link:

[Oracle UNIX System Services \(OSS\) Installation Guide](#)

[UNIX FAQ Page](#)

If you are unable to solve the problem with the UNIX System Services and the Oracle Support Center will still not be able to help you, please contact your Oracle Support Representative for assistance. Oracle Support Center will be able to help you with the installation of the Oracle System Services on the Oracle database. Please refer to the following link for more information on the Oracle System Services installation.

Product Information

Please refer to the following link:

[Product Information](#)

The Oracle System Services are available on the following links: [Product Information](#) for more information on the product. You should refer to the Oracle System Services on the Oracle website for more information on the product.

Product

Please refer to the following link:

[Product Information](#)

The Oracle System Services are available on the following links: [Product Information](#) for more information on the product. You should refer to the Oracle System Services on the Oracle website for more information on the product.

If you have any questions, please contact your Oracle Support Representative.

For Hardware sizing and recommendations, please contact the **Global Technology Alliances Group** (you can obtain contact information on this group from your Customer Service Executive). This group is equipped to handle questions in regards to appropriate hardware sizing for your environment. Additionally, some of the application install guides (as linked above) provide initial database sizes for various database platforms.

Installations Delivery Statement

We install and configure the PeopleSoft database, PeopleSoft application server, PeopleSoft batch server, and the PeopleSoft Internet Architecture (PIA). We are available for subsequent install related questions on a limited basis via email and/or phone for two weeks after our visit. The specific details pertaining to the delivered Installation service are listed below. We do not install on Hardware/Software combinations that have not been certified by PeopleSoft and supported by the Global Support Center (GSC).

During our engagement, we cannot display all functionality and features for every application; instead, we will focus on, the core architecture. For example, some advanced features of PeopleSoft product lines require considerable planning and configuration. Accordingly, the configuration of advanced features is not included within the scope of the installation and configuration services.

Delivered with an install

- A pre-installation call to review this checklist and your preparations before our visit (as time permits).
- One (1) Demo and one (1) System Database (if applicable) on a supported PeopleSoft Platform.
- Creation of a directory structure on the File Server, Application Server, Process Scheduler, Web Server, and Database Server to support above mentioned databases.
- Configuration of one (1) PeopleSoft Application Server Domain per database (Demo and System Databases)
- Configuration of up to two (2) Process Schedulers (Batch Servers) per database (one (1) on Linux and/or UNIX and one (1) on Windows 2000/2003, if applicable).
- Configuration of the Report Repository for above databases.
- Installation and configuration of one (1) PeopleSoft supported Web Server.
- Configuration of up to two (2) PeopleSoft Development Workstations.
- Installation and configuration of one (1) PeopleSoft Bam Server (if applicable).
- Installation and configuration of one (1) Ascential DataStage Server (if applicable).
- Installation and configuration of PeopleBooks and PeopleBooks Search
- Application of Updates and Fixes Identified as "Required for Install" on the PeopleSoft Customer Connection web site
- Performance of the Installation Verification Test against the "Demo" Database.
- Certification of the installation upon completion.
- Explanation of the installation process. This can only take place with participation from your staff.

Additional offerings not delivered with Installation Service:

The following additional services are available to you for an additional fee. You will need to contact your Consulting Sales Representative for more information on these offerings.

- PeopleTools and/or Application Upgrade
- Performance tuning – Application Server, Web Server, Database
- Installation of Cognos and/or MicroStrategy
- Additional Environments (Test, Production, etc.)
- Installation/setup of LDAP (Directory Interface products)
- Installation of Mohomine
- Installation of COBOL compiler
- Installation of Payroll interface Connector For ADP Connection
- PeopleSoft Application and/or Technology consulting
- Installation/Setup of fail-over and clustered environments
- Setup of firewall, Reverse Proxy Servers
- Installation of InfoSync Server/Client.
- Installation of ERP Connectors and Process Integration Pack (PIP)
- Installation of Correspondence Management (CRM)
- Installation/Setup of SMTP/POP3 Mail Servers and FTP Servers
- Installation/Configuration of ERP, MailCaster, WatchDog (Online Marketing)
- Installation of Crystal Enterprise (BusinessObjects XI)
- Installation of Oracle BAM
- Integration of MS Projects, MS Outlook, Lotus Notes, Primavera.

Customer Information

Does this assignment require US Citizenship? Yes No

*This address information pertains to the location where your installation will occur.

Company Name	
Head Office Customer ID	
Address 1	
Address 2	
City	
State/Province/County	
Zip Code	
Client Office Name	
Client Office Address	

*This personnel information pertains to your staff members that will be available for the installation.

Personnel Contact Name	
Relationship Number	
Email Address	

DBA Name	
Contract Number	
Email Address	

Other Ref ID (R01)	
Relationship Number	
Email Address	

Other Ref ID (R02)	
Relationship Number	
Email Address	

¹ When identifying this date please take into consideration the availability of the Hardware and Software necessary for the PeopleSoft installation. This is your preferred start date, but it is contingent on availability of qualified PeopleSoft resources during your requested time frame and must be confirmed by the Installation Services Resource Specialist.

PeopleSoft Software

Have you received your PeopleSoft Software? Yes No
 If no, has it been ordered through Customer Care? Yes No Date of Delivery:
 If yes, was the software received via: Physical CD or Delivery (http://cd.delivery.oracle.com)

If Delivery, please indicate by what means the software has been downloaded: Yes No
 Please indicate that Software has been downloaded and the files are to be unzipped and verified prior to the
 receipt of the installation materials. Additional cost of this process will be charged if the installation materials
 do not exist.

Are you installing the J11.1.0.0 version of PeopleSoft? Yes No
 Are you doing a non-core upgrade? Yes No
 If yes, are you working with the "PeopleSoft Upgrade Utility"? Yes No
 If yes, it would be with the "PeopleSoft Upgrade Utility" when in production?
 Have you contacted the PeopleSoft Support Center for installation services? Yes No
 If you are working with the PeopleSoft Support Center, please provide contact information:

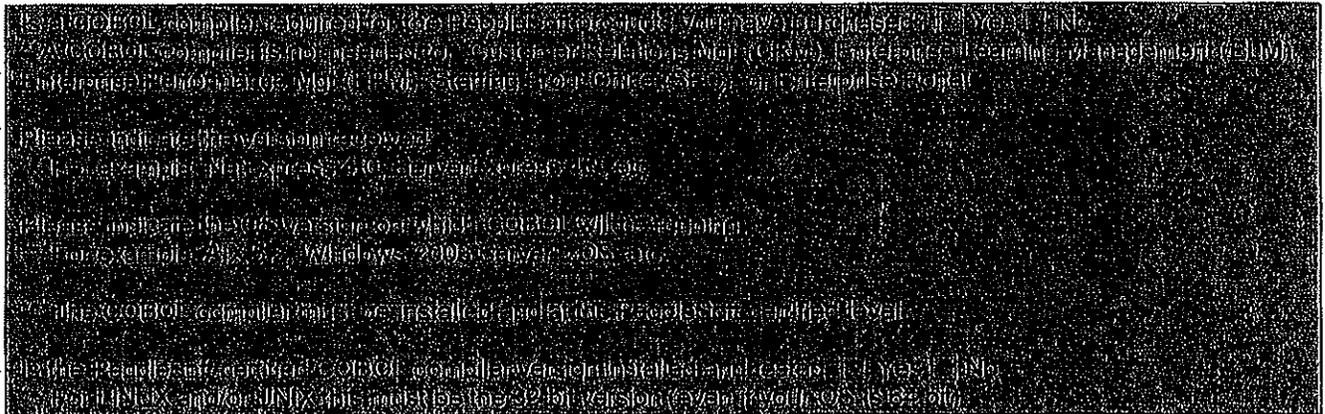
Please list the label (including version) of the CD(s) received from PeopleSoft for this installation and the modules to be installed:

Product Label: Version #	
Installation Name/Version	
Module(s)	
Installation/Version #	
Module(s)	

COBOL Information

****FAQ on COBOL compiler**

1. Determine which PeopleSoft Process Scheduler and Application Server will be running the COBOL programs. Once this is identified, you will know which operating system will require the COBOL compiler.
2. ServerExpress is shipped with two components: COBOL compiler and Merant Application Server (not to be confused with the PeopleSoft Application Server). The compiler is needed on the machine where the COBOL programs will be compiled (usually the Process Scheduler). The Merant Application Server can be installed on a physically different server that will be running, but not compiling, COBOL programs. For example, if the Process Scheduler and the PeopleSoft Application Server were on separate physical servers (and the same operating system), then you could install the compiler on the Process Scheduler server and the Merant Application Server on the PeopleSoft Application Server (this allows you to execute Remote Call thru the PeopleSoft Application Server).
3. COBOL Processes will run on both the Process Scheduler and the Application Server via Remote Call, so care should be taken when you plan the architecture so that you obtain the appropriate number of licenses for the COBOL compiler. Keep in mind that more than one Process Scheduler can be configured for a given database. If you need to obtain the COBOL compiler, please contact your Customer Service Executive.
4. [FAQ on COBOL Compiler](#)
5. [COBOL and Module Chart](#)
6. [Additional Information for COBOL w/ PT 8.46/8.47](#)
7. [Additional Information for COBOL w/ PT 8.44x](#)
8. [Additional Information for COBOL w/ PT 8.40 - PT 8.43](#)
9. [Additional Information for COBOL w/ PT 8.1x](#)



Web Server Information

If you are using PeopleTools 8.2x, which PeopleSoft delivered Web Server will you be using?

If you are using PeopleTools 8.4x, which PeopleSoft delivered Web Server will you be using?

****FAQ on Web Servers**

1. Oracle Application Server (OAS) is supported with PeopleTools 8.47 or greater.
2. Web Server machines will require "fully-qualified" domain names resolved through DNS for single signon to function.
3. We certify both the PeopleSoft Web Server Software and [JRE version for compatibility](#) with PeopleSoft PIA, and only these certified combinations are acceptable for use during the install.

PeopleSoft Components

Please complete all the row(s) for your installation. Please ensure that the version you identify is, certified by PeopleSoft: PeopleSoft Platform Database.

** PeopleSoft support statement for VMWare (see this link for [official statement](#)).

Due to this support statement the installer will make reasonable efforts to complete the installation within the fixed time frame. If problems arise with the VMWare configuration, there may be extra time and additional fees required to complete the installation.

	Operating System / Version	RAM	Available Hard Disk Capacity	RDBMS Version ²	RDBMS Connectivity Software Version	Patch Level ³
Database Server						
Install Workstation ⁴						
File Server ⁵						
Batch Server -- Windows ⁶						
Batch Server -- LINUX AND/OR UNIX ⁷						
PS Application Server						
PS Web Server						

** During the installation we are not responsible for the network speed between the various physical boxes. If your Hardware will be in another location and the connection speed is slow you should transfer the PeopleSoft CDs to that location prior to the arrival of the PeopleSoft installer at your site.

²Please indicate complete RDBMS version; e.g. Oracle -- down to the 5th digit and whether it is 32 or 64 bit

³ Review the Operating System, RDBMS & Third Party Product Patches Required for Installation document

⁴ The minimum requirements for the Install/Development Workstation can be found in the Hardware and Software Guide and the PeopleSoft Platform Database. We require the operating system, web browser, and RDBMS connectivity software to be installed and tested. The workstation needs a CD-ROM and the ability to connect to the network to access the other PeopleSoft Server Components.

⁵ A share or Novell volume must be setup and available. This share or volume will need to be mapped by the Install/Development Workstation to a network drive or accessible via UNC (Universal Naming Convention). Your file server must support long file names.

⁶ If Crystal, nVision, or MS Word based reports are desired, then a Windows Batch Server will need to be configured.

⁷ A Linux and/or UNIX batch server can run and display Application Engine, COBOL, SQR, etc..

Languages to be installed

Will you be using the UNICODE Character Set? (Yes/No) No
 Informix and Sybase are not supported for UNICODE
 All languages are not supported for all modules. Please refer to the PeopleSoft Globalization and Localization Guide for more information.

Languages to be installed:

<input type="checkbox"/> English	<input type="checkbox"/> German	<input type="checkbox"/> Swedish
<input type="checkbox"/> Arabic	<input type="checkbox"/> Hungarian	<input type="checkbox"/> Thai
<input type="checkbox"/> Canadian French	<input type="checkbox"/> Italian	<input type="checkbox"/> Japanese
<input type="checkbox"/> Czech	<input type="checkbox"/> Norwegian	<input type="checkbox"/> Chinese – Simplified
<input type="checkbox"/> Dutch	<input type="checkbox"/> Portuguese	<input type="checkbox"/> Chinese - Traditional
<input type="checkbox"/> Finnish	<input type="checkbox"/> Russian	<input type="checkbox"/> Other:
<input type="checkbox"/> French	<input type="checkbox"/> Spanish	<input type="checkbox"/> Other:

Access to Hardware and Login

We require physical access to the hardware or accessible support staff with physical access. If the hardware cannot be accessed, please discuss any special situations with the Installation Resource assigned to your installation. The use of Third Party Software to access the servers can be used in special circumstances, but we do not guarantee that this software will work for all installation components. Also, you may need to install and configure FTP or SMTP. The PeopleSoft Installation Resource is not responsible for installing and configuring FTP and/or SMTP servers.

Logins are required for various phases of the installation. Please discuss requirements with the Installation Resource assigned to your installation. At a minimum we require:

- For the install workstation(s): a domain or local account with local admin privileges
- For LINUX and/or UNIX: an id that maintains the PeopleSoft file system (default to ksh) and root access (to mount CD(s), install third party products, etc.). If root access is not possible, then the LINUX and/or UNIX administrator must be readily available.

Installation Resource Requirements

You will need to provide the Installation Resource with access to the following:

- Personnel: Personnel identified on page 6 of this document must be actively involved with the installation process.
- Workstations: We require at least one (1) dedicated workstation be available and configured with the specified software. This workstation must be equipped with Internet access and be able to ftp from ftp.peoplesoft.com (download files may exceed 500MB).
- Modem/VPN: Access to an analog/modem telephone line or VPN access is required to allow the installer access to internal PeopleSoft databases to research install-related issues.
- Telephone: Access to a telephone is required to allow the installer to call external numbers to contact other PeopleSoft personnel for resolution of issues.

Miscellaneous Product Requirements

PeopleTools

- We do not require a C or C++ compiler for any of the LINUX, UNIX, or NT platforms when installing or operating our Batch or Application Server in a standard fashion. We test and certify our products using standard C and C++ "runtime" libraries; do not confuse this with a requirement for a compiler. Some third party applications may require re-linking or need to be linked with our APIs, again, but do not confuse the linking process with compiling. All of the LINUX AND/OR UNIX platforms come standard with linkers and loaders. Please read the vendors installation requirements thoroughly before purchasing a compiler. Please review the document Operating System, RDBMS & Third Party Product Patches Required for Installation for further information.
- You may not run multiple versions of PeopleTools on the same Windows based server for the Process Scheduler. The ODBC and Crystal versions are specific to the PeopleTools Release. Therefore, you are unable to run multiple Windows Process Schedulers on different PeopleTools releases on the same physical server.

Portal

- You must review the Portal Installation Guide.
- You must review Chapter 3; Task 3-1 "Use the Network Domain Name".
- Your Web Server must have a static IP address, a fully qualified domain name, and must be resolvable by a DNS Server.
- The Web Servers for your PeopleSoft Portal and content providers (other PeopleSoft applications) must be within the same DNS domain for single signon to work.
- The Enterprise Portal delivers functionality related to "Internet – based" content (e.g. news feeds, stock quotes, etc). Your Application Server must be able to process HTTP requests (needs Internet access) to enable this functionality.

EPM

- You must review the EPM Installation Guide.
- For DB2 zOS you will need to have version 8.1
- You must review the Ascential installation document that resides on the Ascential CD. For UNIX/Linux installs root access and kernel parameters changes maybe necessary for installation of this product (kernel changes will require a reboot of the server). Ascential is **not supported** on OS390, but is supported on Linux starting with PeopleTools 8.46.

FSCM 8.8x: SmartViews

- FSCM Modules that use SmartViews: Contracts and Program Management
- PeopleSoft BAM has a dependency upon the Microsoft Internet Information Services (IIS) platform, hence an IIS machine must be available if any of these modules are installed and the SmartViews functionality is to be used. Please see the BAM Install Guide and the Hardware/Software Guide.

CRM: Interactive Reports

- CRM modules that use interactive reports: Dialog, FieldService, HelpDesk, Marketing, Orders & Quotes, Sales, Supports, Telemarketing
- PeopleSoft BAM has a dependency upon the Microsoft Internet Information Services (IIS) platform, hence an IIS machine must be available if any of these modules are installed and the SmartViews functionality is to be used. Please see the BAM Install Guide and the Hardware/Software Guide.

CRM: Advance Configurator

- Advance Configurator is only certified on Solaris (2.8 or 2.9) and Windows 2000. Note – Windows 2003 is currently not supported by PS.
- For the Oracle RDBMS Advance Configurator is only supported on Oracle 9i.
- The only Web Server that can be used for this product is WebLogic (delivered on CD).
- You must review the **CRM Installation Guide**.

	Operating System	Version / Version
Web Server		WebLogic 8.1 SP2

CRM: Online Marketing (OLM)

- OLM is only certified on AIX, Solaris, or Windows 2000.
- For the Oracle RDBMS OLM is only support on Oracle 9i.
- For the implementation of the module (not needed during install) you will need a SMTP/POP3 Mail Server (please see the discussion in the **CRM Installation Guide**).
- For Solaris, there are kernel parameters changes they will require a reboot of the server (please see the discussion in the **CRM Installation Guide**).

Appendix A: Post Installation Checklist

The PeopleSoft Installer will complete this appendix, at the end of each installation to provide a record of the tasks accomplished. Each item should be checked-off as it is discussed with the Customer Installation Contact. Place any notes, comments, or follow up issues in the appropriate section. Once all of the items pertaining to this installation have been reviewed with the Customer Installation Contact, the indicated parties will sign it, and originals/copies will be distributed as noted.

POST INSTALLATION CHECKLIST

Company Name:	
Installation Date(s):	
Installer Name:	
RDBMS/OS Version:	
COBOL Compiler Version:	
Title(s) of IVT completed:	
Type of Work:	<input type="checkbox"/> Installation and Certification <input type="checkbox"/> Certification: Customer Self-Install

Product	Version	PeopleTools Version	Modules
<input type="checkbox"/> CRM			
<input type="checkbox"/> ELM			
<input type="checkbox"/> Ent./Community Portal			
<input type="checkbox"/> EPM			
<input type="checkbox"/> Financials – SCM/ESA			
<input type="checkbox"/> HCM			
<input type="checkbox"/> RMS			
<input type="checkbox"/> SIM			
<input type="checkbox"/> Staffing Front Office			
<input type="checkbox"/> Other:			

Installation Tasks completed:

- Overview of installation process
 - Review of customer environment reflects PeopleSoft certified/supported version
 - Review installation process and informal agenda of tasks
- Loading of CDs and creation of directory structure for PeopleSoft Server Components
- Creation of one (1) *Demo* Database on a supported PeopleSoft Platform
- Creation of one (1) *System* Database on a supported PeopleSoft Platform, if applicable
- Configuration of one (1) PeopleSoft Application Server Domain per database (one (1) *Demo* and one (1) *System* Database, if applicable)
- Configuration of up to two (2) Process Scheduler (Batch Server) per database (one (1) on LINUX AND/OR UNIX and one (1) on NT/2000, if applicable)
- Configuration of Report Repository for above databases
- Install and configuration of one (1) PeopleSoft supported Web Server
- Configuration of up to two (2) PeopleSoft Development Workstations
- Installation and configuration of one (1) PeopleSoft Bam Server (if applicable)
- Installation and configuration of one (1) Ascential DataStage Server (if applicable)
- Install and configuration of PeopleBooks
- Apply the "Required for Install" Updates and Fixes, as identified on PeopleSoft Customer Connection.
- Perform the Installation Verification Test against the "Demo" Database
- Review the need to backup the environment

- Conduct an informal system administrator session – Topics to include:
 - Starting/stopping/configuring – the PeopleSoft Application Server, Process Scheduler, Web Server (PeopleSoft Internet Architecture);
 - Contact information and guidelines concerning the Install Resource (Installer), Global Support Center (GSC), or Customer Care.
- Explain the installation process to customer staff during the installation.
 **This can only take place with participation from customer staff.

Customer Staff that the Install Resource worked with:

List of Required for Install Patches applied	
List of Configuration followed	

**Note modifications to standard installation procedures, updates and fixes that were applied, and any issues preventing certification including relevant logged cases with the GSC.

Installation and Certification

The PeopleSoft products specified on this Appendix A (Post Installation Checklist) have been installed and are certified in accordance with, and subject to any notes in, this Appendix A (Post Installation Checklist).

Certification (Customer Self-Install)

The PeopleSoft Installer identified below has reviewed the Customer Self-Install of the PeopleSoft products specified on the first page of this Appendix A (Post Installation Checklist). The Customer Self-Install was performed by Customer without on-site assistance from PeopleSoft. As determined by the PeopleSoft Installer, the Customer Self-Install is:

- Certified
- Not Certified
- Certified with Exceptions

If "Not Certified" or "Certified with Exceptions", the following steps must be taken in advance of a further evaluation: (Brief summary. Exact details may be summarized on an attached addendum.)

DETAIL	
--------	--

Please note: In the event of receipt of a "Not Certified" status, after you complete the above steps, you may request a return engagement for further evaluation.

Installation Completed and Accepted:

Agreed to and signed this day of , 2006

Customer Representative	PeopleSoft Installer
Title	Title
Printed Name	Printed Name

Distribution: Customer Representative (copy)