



E-120-19

NIFS ID:CLIT19000003**Department: Information Technology****Capital: X**

SERVICE: ERP PeopleSoft Software Maintenance

Contract ID #:CFIT09000001

NIFS Entry Date: 13-MAR-19

Term: from 29-MAY-09 to 31-MAY-24

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Oracle America, Inc.	Vendor ID#: 942805249-01
Address: 500 oracle Parkway Redwood Shores, CA 94065	Contact Person: Chloe Vollmer
	Phone: 703-364-3486

Department:	
Contact Name: Nancy Stanton ****Please return final, sealed copy to Kathy Dolan*****	
Address: 240 Old Country Road Mineola, NY 11501	
Phone: 516-571-4311	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2019 MAY 23 P 1:33

Routing Slip

Department	NIFS Entry: X	13-MAR-19 -- VMANUCHA
Department	NIFS Approval: X	09-APR-19 -- NSTANTON
DPW	Capital Fund Approved: X	10-APR-19 -- CYANSICK
OMB	NIFA Approval: X	09-APR-19 -- IQURESHI
OMB	NIFS Approval: X	09-APR-19 -- SDEWS
County Atty.	Insurance Verification: X	09-APR-19 -- AAMATO
County Atty.	Approval to Form: X	10-APR-19 -- MMISRA
CPO	Approval: X	12-APR-19 -- KOHAGENCE
DCEC	Approval: X	12-APR-19 -- JCHIARA

Dep. CE	Approval: X	17-APR-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	23-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: IT uses Oracle Licenses and software for the implementation of the Enterprise Resource Planning Solutions, which is currently for replacing the current Human Resources Management system (NUHRS). The purpose of this Amendment is to renew the maintenance and support from 6/1/2019 to 5/31/2024, additional 5 years, therefore increase the maximum amount by \$2,015,927.20. To provide for the PeopleSoft maintenance and support.
Method of Procurement: RFP
Procurement History: The contract was originally executed by Nassau County on May 29, 2009. This is an amendment pursuant to the contract. The original contract was entered into after a written request for proposals was issued on March 3, 2008. potential proposers were made aware of the availability of the RFP by newspaper advertisement, posting on website, mailing, etc. Twenty Six potential proposers requested copies of the RFP. Proposals were due on April 2, 2008. Three proposals were received and evaluated. The evaluation committee consisted of J. Siegel, A. Sousa, M. doxey, J. hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G. Yansick, K. munson, T. Gutman, C. russo, J. bejarano, C. Khoury, R. Ghisone, B. Paul, Cl Lott, F. Ryan, P. Reinharz and M. Wong. The proposals were scored and ranked. As a Result of the scoring and ranking, the highest-ranking proposer was selected.
Description of General Provisions: This contract is to License the selected Oracle/PeopleSoft system.
Impact on Funding / Price Analysis: \$450,549.32 encumbered at this time for FY 2019/2020 for maintenance and support
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	pwcapcap	Revenue		12	PWCAPCAP/97109/00002	\$ 450,549.32
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	00005	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	97109	Capital	\$ 450,549.32			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 450,549.32		TOTAL	\$ 450,549.32
RENEWAL						
% Increase						
% Decrease						



Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Oracle America, Inc.

2. Dollar amount requiring NIFA approval: \$2015927.2

Amount to be encumbered: \$450549.32

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 5/29/2009 to 5/31/2024

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

IT uses Oracle Licenses and software for the implementation of the Enterprise Resource Planning Solutions, which is currently for replacing the current Human Resources Management system (NUHRS). The purpose of this Amendment is to renew the maintenance and support from 6/1/2019 to 5/31/2024, additional 5 years, therefore increase the maximum amount by \$2,015,927.20. To provide for the PeopleSoft maintenance and support.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

09-APR-19

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

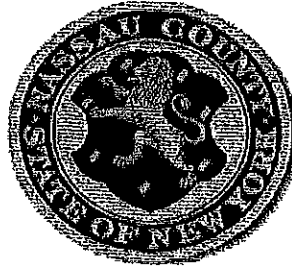
RULES RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND ORACLE AMERICA, INC. (“ORACLE”).

WHEREAS, the County has negotiated an amendment to a personal services agreement with Oracle for technical support and maintenance services related to the County’s PeopleSoft systems, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Oracle.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

CFIT09000001
Amd- CLIT19000003

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Oracle America, Inc.

CONTRACTOR ADDRESS: 500 Oracle Parkway, Redwood Shores, CA 94065

FEDERAL TAX ID #: 94-2805249

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on May 29, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on March 3, 2008. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the website, mailing etc. Proposals were due on April 2, 2008. Twenty Six proposers requested copies of the RFP. Three Proposals were received and evaluated. The evaluation committee consisted of: J. Siegel, A. Sousa, M. Doxey, J. Hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G. Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Chisone, B. Paul, C. Lott, F. Ryan, P. Reinharz and M. Wong. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

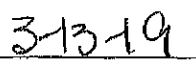
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No applicable contributions.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Oracle America, Inc.

Dated: 3/5/2019

Signed: [Signature]

Print Name: Downs Deering

Title: SVP NAA Oracle Digital



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

As of November 13, 2018, Oracle does not have a registered lobbyist in Nassau County.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/5/2019

Signed: 

Print Name:

Downs Deering

Title:

SVP NAA Oracle Digital

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

*Oracle identifies this individual in his/her business capacity only. Oracle does not disclose employee's personal information.

1. Principal Name Downs Deering

Date of birth 1 / 20 / 1970

Home address 1414 Westover Road

City/state/zip Austin, TX 78703

Business address 1900 Oracle Way

City/state/zip Reston, VA 20190

Telephone (703) 364-0710

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____

Chief Exec. Officer ____/____/____ Secretary ____/____/____

Chief Financial Officer ____/____/____ Partner ____/____/____

Vice President ____/____/____

(Other) *Senior Vice President NAA Oracle Digital: Position held since December 22nd, 2017.

3. Do you have an equity interest in the business submitting the questionnaire?

YES X NO ____ If Yes, provide details. *Because this is being submitted on behalf of Oracle America, Inc. and not for the signatory in his individual capacity, individual declines to provide personal information requested in this section.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.
*Please see the below statement for questions 7-12.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.

*Please see the below statement for questions 7-12.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

*Please see the below statement for questions 7-12.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

*Please see the below statement for questions 7-12.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

*Please see the below statement for questions 7-12.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

*Please see the below statement for questions 7-12.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

*Please see the below statement for questions 7-12.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Downs Deering, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of March 28 2019



Notary Public



Oracle America, Inc.
Name of submitting business

Downs Deering
Print name



Signature

SVP NAA Oracle Digital
Title

3 / 28 / 2019
Date

Statement for Questions 7-12:

Questions 7-12 appear to correspond to other businesses identified in the response to Question 5 and Respondent's history as a principal in such other businesses or non-profit organizations. Accordingly, Respondent answered "no" to Question 5, indicating that he has not in the past three years been a principal owner or officer of a business or non-profit other than Oracle. Accordingly, Respondent has answered "no" to Questions 7-12. Respondent and Oracle do not interpret Questions 7-12 as seeking any information about Respondent personally or Respondent's involvement in any business or non-profit organization outside of those identified in response to Section 5, of which there are none, and no such information is provided or represented in Respondent's answers to Questions 7-12.

ORACLE®

500 Oracle Parkway
Redwood City, California 94065

September 26, 2018

To our Stockholders:

You are cordially invited to attend the 2018 Annual Meeting of Stockholders of Oracle Corporation. Our Annual Meeting will be held on Wednesday, November 14, 2018, at 10:00 a.m., Pacific Time, in the Oracle Conference Center, located at 350 Oracle Parkway, Redwood City, California.

We describe in detail the actions we expect to take at the Annual Meeting in the attached Notice of 2018 Annual Meeting of Stockholders and proxy statement. We have also made available a copy of our Annual Report on Form 10-K for fiscal 2018. We encourage you to read the Form 10-K, which includes information on our operations, products and services, as well as our audited financial statements.

This year, we will again be using the "Notice and Access" method of providing proxy materials to stockholders via the Internet. We believe that this process provides stockholders with a convenient and quick way to access the proxy materials and vote, while allowing us to conserve natural resources and reduce the costs of printing and distributing the proxy materials. We will mail to most of our stockholders a Notice of Internet Availability of Proxy Materials containing instructions on how to access our proxy statement and the Form 10-K and vote electronically via the Internet. This notice will also contain instructions on how to receive a paper copy of the proxy materials. All stockholders who are not sent a notice will be sent a paper copy of the proxy materials by mail or an electronic copy of the proxy materials by email. See "Questions and Answers about the Annual Meeting" beginning on page 67 for more information.

Please use this opportunity to take part in our corporate affairs by voting your shares on the business to come before this meeting. **Whether or not you plan to attend the meeting, please vote electronically via the Internet or by telephone, or, if you requested paper copies of the proxy materials, please complete, sign, date and return the accompanying proxy card or voting instruction card in the enclosed postage-paid envelope.** See "How Do I Vote?" on page 5 of the proxy statement for more details. Voting electronically, by telephone or by returning your proxy card does NOT deprive you of your right to attend the meeting and to vote your shares in person for the matters acted upon at the meeting. If you cannot attend the meeting in person, we invite you to watch the meeting via webcast by going to www.oracle.com/investor.

Sincerely,



Lawrence J. Ellison
Chairman and Chief Technology Officer

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table provides information, as of September 17, 2018, the record date of the Annual Meeting, with respect to the beneficial ownership of Oracle common stock by: (1) each stockholder known by us to be the beneficial owner of more than 5% of our common stock; (2) each director or nominee; (3) each executive officer named in the Summary Compensation Table; and (4) all current executive officers and directors as a group. Except as set forth below, the address of each stockholder is 500 Oracle Parkway, Redwood City, California 94065.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
Directors and NEOs		
Lawrence J. Ellison (2)	1,171,605,969	30.6%
Jeffrey S. Berg (3)	464,832	*
Michael J. Boskin (4)	482,892	*
Safra A. Catz (5)	26,492,208	*
Bruce R. Chizen (6)	251,798	*
George H. Conrades (7)	81,719	*
Hector Garcia-Molina (8)	275,469	*
Jeffrey O. Henley (9)	4,934,516	*
Mark V. Hurd (10)	23,237,371	*
Renée J. James (11)	31,426	*
Thomas Kurian (12)	10,178,002	*
Charles W. Moorman IV (13)	2,454	*
Leon E. Panetta (14)	49,219	*
William G. Parrett (15)	—	*
Edward Screven (16)	6,527,970	*
Naomi O. Seligman (17)	231,614	*
All current executive officers and directors as a group (18 persons) (18)	1,246,623,672	32.0%
Other More Than 5% Stockholders		
The Vanguard Group, 100 Vanguard Blvd., Malvern, PA 19355 (19)	213,220,375	5.6%
BlackRock, Inc., 55 East 52nd Street, New York, NY 10055 (20)	212,531,703	5.6%

* Less than 1%

- (1) Unless otherwise indicated below, each stockholder listed had sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws, if applicable.
- (2) Includes 40,062,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 305,000,000 shares pledged as collateral to secure certain personal indebtedness, including various lines of credit. See "Corporate Governance—Prohibition on Speculative Transactions and Pledging Policy" on page 19 for more information on Board and committee oversight of Mr. Ellison's pledging arrangements.
- (3) Includes 5,000 shares owned by Mr. Berg's spouse, 94,174 shares held in a trust for the benefit of Mr. Berg and his family, 86,283 held in a grantor retained annuity trust for the benefit of Mr. Berg and his family and 279,375 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (4) Includes 438,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (5) Includes 25,562,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (6) Includes 5,000 shares held in a trust for the benefit of Mr. Chizen and his spouse and 213,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (7) Includes 61,875 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (8) Includes 249,375 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.

- (9) Includes 1,800,569 shares held in trust for the benefit of Mr. Henley and his spouse, 31,000 shares held in trust for the benefit of Mr. Henley's children, and 102,947 shares held by the J&J Family Foundation, and 3,000,000 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (10) Includes 22,562,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (11) Includes 4,687 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (12) Includes 8,895,700 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 1,259,319 earned PSUs (including accrued dividend equivalents) for which Mr. Kurian elected to defer settlement.
- (13) Mr. Moorman joined the Board on May 9, 2018. He has been granted RSUs, none of which have vested or will vest within 60 days of the record date.
- (14) Includes 28,125 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (15) Mr. Parrett joined the Board on May 9, 2018. He has been granted RSUs, none of which have vested or will vest within 60 days of the record date.
- (16) Includes 4,300,000 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 15,625 RSUs that will vest within 60 days of the record date.
- (17) Includes 7,397 shares owned by Ms. Seligman's spouse of which she disclaims beneficial ownership and 196,875 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (18) Includes all shares described in the notes above. Also includes (a) 119,963 additional shares of Oracle common stock, (b) 1,643,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and (c) 12,500 RSUs that will vest within 60 days of the record date, in each case held by executive officers who are not named in the table.
- (19) Based on a Schedule 13G filed with the SEC on February 9, 2018 by The Vanguard Group (Vanguard) on behalf of itself, Vanguard Fiduciary Trust Company and Vanguard Investments Australia, Ltd. The Schedule 13G indicates that as of December 31, 2017, Vanguard had sole voting power with respect to 4,265,460 shares, shared voting power with respect to 707,510 shares, sole dispositive power with respect to 208,358,139 shares, and shared dispositive power with respect to 4,862,236 shares.
- (20) Based on a Schedule 13G filed with the SEC on February 8, 2018 by BlackRock, Inc. (BlackRock), on behalf of itself, BlackRock Life Limited, BlackRock International Limited, BlackRock Advisors, LLC, BlackRock Capital Management, Inc., BlackRock (Netherlands) B.V., BlackRock Institutional Trust Company, N.A., BlackRock Asset Management Ireland Limited, BlackRock Financial Management, Inc., BlackRock Japan Co., Ltd., BlackRock Asset Management Schweiz AG, BlackRock Investment Management, LLC, FutureAdvisor, Inc., BlackRock Investment Management (UK) Limited, BlackRock Asset Management Canada Limited, BlackRock Asset Management Deutschland AG, BlackRock (Luxembourg) S.A., BlackRock Investment Management (Australia) Limited, BlackRock Advisors (UK) Limited, BlackRock Fund Advisors, BlackRock Asset Management North Asia Limited, BlackRock (Singapore) Limited, BlackRock Fund Managers Ltd. The Schedule 13G indicates that as of December 31, 2017, BlackRock had sole voting power with respect to 184,169,803 shares and sole dispositive power with respect to 212,531,703 shares.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 (Exchange Act) requires our executive officers and directors and any persons who beneficially own more than 10% of our common stock (collectively, Reporting Persons) to file reports of ownership and changes in ownership with the SEC. Reporting Persons are required by SEC regulations to furnish us with copies of all Section 16(a) reports they file. As a matter of practice, we assist our executive officers and non-employee directors in preparing initial ownership reports and reporting ownership changes and we typically file these reports on their behalf.

Based solely on our review of the copies of any Section 16(a) forms received by us or written representations from the Reporting Persons, we believe that all Reporting Persons complied with all applicable filing requirements in fiscal 2018.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K



ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended May 31, 2018

OR



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-35992

Oracle Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

500 Oracle Parkway
Redwood City, California
(Address of principal executive offices)

54-2185193
(I.R.S. Employer
Identification No.)

94065
(Zip Code)

(650) 506-7000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	New York Stock Exchange
2.25% senior notes due January 2021	New York Stock Exchange
3.125% senior notes due July 2025	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant as of May 31, 2018, and based on the closing sale price of common stock as reported by the New York Stock Exchange on November 30, 2017, which is the last business day of the registrant's most recently completed second fiscal quarter. This calculation does not reflect a determination that persons are affiliates for any other purposes.

Number of shares of common stock outstanding as of June 15, 2018: 3,981,155,000.

Documents Incorporated by Reference:

Portions of the registrant's definitive proxy statement relating to its 2018 annual stockholders' meeting are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud operations and administrative and other functions. Our headquarters facility consists of approximately 2.1 million square feet in Redwood City, California, substantially all of which we own. We also own or lease other facilities for current use consisting of approximately 26.8 million square feet in various other locations in the United States and abroad. Approximately 3.0 million square feet, or 10%, of our total owned and leased space is sublet or is being actively marketed for sublease or disposition. We lease our principal internal manufacturing facility for our hardware products in Hillsboro, Oregon. Our cloud operations deliver our Oracle Cloud Services through the use of global data centers including those that we own and operate and those that we utilize through colocation suppliers. We believe that our facilities are in good condition and suitable for the conduct of our business.

Item 3. Legal Proceedings

The material set forth in Note 14 (pertaining to information regarding contingencies related to our income taxes) and Note 17 (pertaining to information regarding legal contingencies) of Notes to Consolidated Financial Statements in Item 15 of this Annual Report on Form 10-K is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

16. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period, plus the dilutive effect of outstanding restricted stock-based awards, stock options, and shares issuable under the employee stock purchase plan using the treasury stock method. The following table sets forth the computation of basic and diluted earnings per share:

(In millions, except per share data)	Year Ended May 31,		
	2018	2017	2016
Net income	\$ 3,825	\$ 9,335	\$ 8,901
Weighted average common shares outstanding	4,121	4,115	4,221
Dilutive effect of employee stock plans	117	102	84
Dilutive weighted average common shares outstanding	4,238	4,217	4,305
Basic earnings per share	\$ 0.93	\$ 2.27	\$ 2.11
Diluted earnings per share	\$ 0.90	\$ 2.21	\$ 2.07
Shares subject to anti-dilutive restricted stock-based awards and stock options excluded from calculation ⁽¹⁾	64	74	63

⁽¹⁾ These weighted shares relate to anti-dilutive restricted stock-based awards and stock options as calculated using the treasury stock method and contingently issuable shares under PSO and PSU agreements. Such shares could be dilutive in the future. See Note 13 for information regarding the exercise prices of our outstanding, unexercised stock options.

17. LEGAL PROCEEDINGS

Hewlett-Packard Company Litigation

On June 15, 2011, Hewlett-Packard Company, now Hewlett Packard Enterprise Company (HP), filed a complaint in the California Superior Court, County of Santa Clara against Oracle Corporation alleging numerous causes of action including breach of contract, breach of the covenant of good faith and fair dealing, defamation, intentional interference with prospective economic advantage, and violation of the California Unfair Business Practices Act. The complaint alleged that when Oracle announced on March 22 and 23, 2011 that it would no longer develop future versions of its software to run on HP's Itanium-based servers, it breached a settlement agreement signed on September 20, 2010 between HP and Mark Hurd (the Hurd Settlement Agreement), who is our Chief Executive Officer and was both HP's former chief executive officer and chairman of HP's board of directors. HP sought a judicial declaration of the parties' rights and obligations under the Hurd Settlement Agreement and other equitable and monetary relief.

Oracle answered the complaint and filed a cross-complaint, which was amended on December 2, 2011. The amended cross-complaint alleged claims including violation of the Lanham Act. Oracle alleged that HP had secretly agreed to pay Intel to continue to develop and manufacture the Itanium microprocessor, and had misrepresented to customers that the Itanium microprocessor had a long roadmap, among other claims. Oracle sought equitable rescission of the Hurd Settlement Agreement, and other equitable and monetary relief.

The court bifurcated the trial and tried HP's causes of action for declaratory relief and promissory estoppel without a jury in June 2012. The court issued a final statement of decision on August 28, 2012, finding that the Hurd Settlement Agreement required Oracle to continue to develop certain of its software products for use on HP's Itanium-based servers and to port such products at no cost to HP for as long as HP sells those servers (the Phase One Ruling). A jury trial began on May 23, 2016. On June 30, 2016, the jury returned a verdict in favor of HP on its claims for breach of contract and breach of the implied covenant of good faith and fair dealing and

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

against Oracle on its claim for violation of the Lanham Act (the Phase Two Jury Verdict). The jury awarded HP damages in the amount of \$3.0 billion, and HP is entitled to post-judgment interest on this award. On August 30, 2016, the court denied HP's motion for pre-judgment interest. Judgment was entered on October 20, 2016. Oracle posted certain court-mandated surety bonds with the court in order to proceed with its motion for a new trial and entered into related indemnification agreements with each of the surety bond issuing companies. Oracle filed a motion for a new trial on November 14, 2016, which was denied.

Oracle filed its notice of appeal on January 17, 2017, specifying that it was appealing the trial court's Phase One Ruling and Phase Two Jury Verdict. On February 2, 2017, HP filed a notice of appeal of the trial court's denial of pre-judgment interest. No amounts have been paid or recorded to our results of operations either prior to or subsequent to the Phase One Ruling or Phase Two Jury Verdict. We continue to believe that we have meritorious defenses against HP's claims, and we intend to present these defenses to the appellate court. Among the arguments we expect to make on appeal are the following: the trial court misapplied fundamental principles of contract law and misinterpreted the Hurd Settlement Agreement, including by disregarding the context of the Hurd Settlement Agreement and the evidence of the parties' mutual intentions; that HP's breach of contract claim should fail as a matter of law because HP does not claim and did not prove that Oracle failed to deliver any software under the trial court's interpretation of the contract; that awarding HP both damages for breach of the Hurd Settlement Agreement and specific performance of that agreement constitutes an improper double recovery; and that the damages award is excessive, unsupported by the evidence, and contrary to law. We cannot currently estimate a reasonably possible range of loss for this action due to the complexities and uncertainty surrounding the appeal process and the nature of the claims. Litigation is inherently unpredictable, and the outcome of the appeal process related to this action is uncertain. It is possible that the resolution of this action could have a material impact to our future cash flows and results of operations.

Derivative Litigation

On May 3, 2017, a stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware. The derivative suit is brought by an alleged stockholder of Oracle, purportedly on Oracle's behalf, against Oracle, our Chairman of the Board of Directors and Chief Technology Officer in his capacities as a director, officer and an alleged controlling stockholder, one of our Chief Executive Officers (who is also a director), three other directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite Inc. (NetSuite) at an excessive price. Plaintiff seeks declaratory relief, an order rescinding or reforming the NetSuite transaction, unspecified monetary damages (including interest), attorneys' fees and costs, and disgorgement of various unspecified profits, fees, compensation, and benefits.

On July 18, 2017, a second stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware, brought by another alleged stockholder of Oracle, purportedly on Oracle's behalf. The suit is brought against all current members and one former member of our Board of Directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite at an excessive price. Plaintiff seeks declaratory relief, unspecified monetary damages (including interest), and attorneys' fees and costs.

On August 9, 2017, the court consolidated the two derivative cases. In a September 7, 2017 order, the court appointed plaintiff's counsel in the second case as lead plaintiffs' counsel and designated the July 18, 2017 complaint as the operative complaint. The defendants filed a motion to dismiss on October 27, 2017, and after briefing and argument, the court denied this motion on March 19, 2018. The parties stipulated that all of the individual defendants, except for our Chief Technology Officer and one of our Chief Executive Officers, should be dismissed from this case without prejudice, and on March 28, 2018, the court approved this stipulation. On May 4, 2018, the remaining defendants answered plaintiff's complaint.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

On May 4, 2018, the Board of Directors established a Special Litigation Committee (the SLC) to investigate the allegations in this derivative action. Three outside directors serve on the SLC.

While Oracle continues to evaluate these claims, we do not believe this litigation will have a material impact on our financial position or results of operations.

Other Litigation

We are party to various other legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business, including proceedings and claims that relate to acquisitions we have completed or to companies we have acquired or are attempting to acquire. While the outcome of these matters cannot be predicted with certainty, we do not believe that the outcome of any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 4, 2019

1) Proposer's Legal Name: Oracle America, Inc.

2) Address of Place of Business: 500 Oracle Parkway, Redwood Shores, CA 94065

List all other business addresses used within last five years:

3) Mailing Address (if different): It is not different.

Phone : 650-506-7000

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud operations and administrative and other functions.

Does the business own or rent its facilities? operations and administrative and other functions.

4) Dun and Bradstreet number: 620827688

5) Federal I.D. Number: 94-2805249

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes X No If Yes, please provide details: Oracle has numerous offices around the world and occasionally may share buildings with other companies.

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: Oracle America, Inc. has subsidiaries.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Oracle America, Inc. has shareholders.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

***Please see Addendum #1**

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

***Please see Addendum #1**

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes No X If Yes, provide details for each such investigation.

***Please see Addendum #1**

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No X If Yes, provide details for each such investigation.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes No X If Yes, provide details for each such charge.

***Please see Addendum #1**

b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge.

***Please see Addendum #1**

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X

If Yes, provide details for each such conviction _____

***Please see Addendum #1**

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

***Please see Addendum #1**

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

***Please see Addendum #1**

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X If Yes, provide details for each such instance. _____

***Please see Addendum #1**

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Oracle operates numerous facilities in multiple jurisdictions which may levy water and sewer charges. A comprehensive review of all such charges was not performed for the purposes of this form.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Vendor is not clear how County defines "material financial relationships;" however Vendor is not currently aware of any material financial relationships of Vendor or its Officers and Directors that would constitute a conflict as it pertains to Oracle's provisions of products/services under the relevant contract.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Vendor is not clear how County defines "family relationship". Vendor does not require candidates to disclose family relationships upon hire. Vendor is not currently aware of any family relationships that would constitute a conflict as it pertains to Oracle's provision of products/services under the relevant contract.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
To the best of Vendor's knowledge at this time, no such conflict exists as it pertains to Vendor's provision of products/services under the relevant contract.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Vendor has internal policies and processes designed to identify and prevent conflicts of interest with customers.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; September 17, 1986
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Indirectly wholly owned by Oracle Corporation
 - iii) Name, address and position of all officers and directors of the company; Please see Addendum #2
 - iv) State of incorporation (if applicable); Delaware
 - v) The number of employees in the firm; As of May 31, 2017, 138,802 full time employees.
 - vi) Annual revenue of firm; As of May 31, 2017, 138,802 full time employees.
 - vii) Summary of relevant accomplishments Oracle provides products and services that address all aspects of corporate information technology (IT) environments.
 - viii) Copies of all state and local licenses and permits. Oracle America, Inc. does not hold a business license with the state or any local jurisdictions in New York.
- B. Indicate number of years in business. Oracle America, Inc. is a wholly owned subsidiary of Oracle Corporation (Oracle). Founded June 1977.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. None
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work. Oracle is very sensitive to the time and effort our existing and prospective customers expend in handling reference calls. Further, Oracle maintains contractual confidentiality and/or "no publicity" standards with all of our customers that may prohibit our disclosing customer information. Accordingly, Oracle is submitting this Business History Form without customer references.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Addendum #1 to Business History Form

Generally, unless otherwise stated by the respondent, all responses to this questionnaire are limited to the best of the respondent's knowledge and to Oracle America, Inc. ("Oracle"), and the acts or omissions of any acquired companies only after the date of the acquisition

Questions 10 - 13;

Oracle is subject to various legal proceedings and claims, either asserted or un-asserted, which arise in the ordinary course of business. While the outcome of these claims cannot be predicted with certainty, management does not believe that the outcome of any of these legal matters will have a material adverse effect on our financial position or our ability to provide the proposed services.

Questions 14 & 15;

No, with the following exceptions/explanations. Oracle limits the scope of its responses to the corporation and its Section 16 officers and the scope of its business. Furthermore, Oracle's responses are limited to such officers during the time of their employment with Oracle and as it relates to the conduct of Oracle business, as this is the only knowledge we would have related to such inquiries. We take exception to the term "managerial employee(s)" as Oracle limits the scope of its responses to the corporation and its Section 16 officers and the scope of its business. Further, we object to clause (b) related to misdemeanors. We have no knowledge of this as a misdemeanor may be a traffic ticket and if it is pending it may be dismissed

Addendum #2 to Business History Form

Question A. iii) All Directors and Officers of Oracle America, Inc.:

Name	Position(s)
Safra Catz	Director / Chief Executive Officer
Dorian Daley	Director / Executive Vice President / General Counsel / Secretary
Mark Hurd	Chief Executive Officer
Lawrence Ellison	Chief Technology Officer
Douglas Kehring	Executive Vice President
William Corey West	Executive Vice President / Corporate Controller / Chief Accounting Officer
Gregory Hilbrich	Senior Vice President, Taxation / Treasurer
Brian S. Higgins	Vice President / Assistant Secretary
Edward Paterson	Vice President / Assistant Treasurer
Jacklyn Park	Assistant Secretary
Kimberly Woolley	Assistant Secretary
Edward Screven	Chief Corporate Architect

The address of all above officers and directors is the following:

500 Oracle Parkway
Redwood Shores, CA 94065

Generally, unless otherwise stated by the respondent, all responses to this questionnaire are limited to the best of the respondent's knowledge and to Oracle America, Inc. ("Oracle"), and the acts or omissions of any acquired companies only after the date of the acquisition.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Downs Deering, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5th day of March

2019

Notary Public



Name of submitting business: Oracle America, Inc.

By: Downs Deering

Print name

Signature

SVP NAA Oracle Digital

Title

3 / 5 / 2019

Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Oracle America, Inc.

Address: 1900 Oracle Way

City, State and Zip Code: Reston, VA 20190-4733

2. Entity's Vendor Identification Number: 94-2805249

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please refer to Oracle's most current Annual Report on Form 10-K for certain information
known to Oracle as of the date of writing such 10-K. Oracle's Form 10-K can be found attached
and at the following site: <http://investor.oracle.com/financial-reporting/sec-fillings/default.aspx>.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Oracle America, Inc. is an indirect, wholly-owned subsidiary of Oracle Corporation, a publicly
traded corporation with thousands of shareholders. For more detailed ownership information,
please see Oracle Corporation's most recent 10-K which is attached and also publicly available

online at: <http://investor.oracle.com/financial-reporting/sec-fillings/default.aspx>

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Oracle America, Inc. is an indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/5/2019

Signed:

Print Name: Downs Deering

Title: SVP NAA Oracle Digital

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K



ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended May 31, 2018

OR



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-35992

Oracle Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

500 Oracle Parkway

Redwood City, California

(Address of principal executive offices)

54-2185193

(I.R.S. Employer
Identification No.)

94065

(Zip Code)

(650) 506-7000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
Common Stock, par value \$0.01 per share
2.25% senior notes due January 2021
3.125% senior notes due July 2025

Name of each exchange on which registered

New York Stock Exchange
New York Stock Exchange
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Non-accelerated filer ☐

(Do not check if a smaller reporting company)

Accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant was \$142,975,778,000 based on the number of shares held by non-affiliates of the registrant as of May 31, 2018, and based on the closing sale price of common stock as reported by the New York Stock Exchange on November 30, 2017, which is the last business day of the registrant's most recently completed second fiscal quarter. This calculation does not reflect a determination that persons are affiliates for any other purposes.

Number of shares of common stock outstanding as of June 15, 2018: 3,981,155,000.

Documents Incorporated by Reference:

Portions of the registrant's definitive proxy statement relating to its 2018 annual stockholders' meeting are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud operations and administrative and other functions. Our headquarters facility consists of approximately 2.1 million square feet in Redwood City, California, substantially all of which we own. We also own or lease other facilities for current use consisting of approximately 26.8 million square feet in various other locations in the United States and abroad. Approximately 3.0 million square feet, or 10%, of our total owned and leased space is sublet or is being actively marketed for sublease or disposition. We lease our principal internal manufacturing facility for our hardware products in Hillsboro, Oregon. Our cloud operations deliver our Oracle Cloud Services through the use of global data centers including those that we own and operate and those that we utilize through colocation suppliers. We believe that our facilities are in good condition and suitable for the conduct of our business.

Item 3. Legal Proceedings

The material set forth in Note 14 (pertaining to information regarding contingencies related to our income taxes) and Note 17 (pertaining to information regarding legal contingencies) of Notes to Consolidated Financial Statements in Item 15 of this Annual Report on Form 10-K is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

16. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period, plus the dilutive effect of outstanding restricted stock-based awards, stock options, and shares issuable under the employee stock purchase plan using the treasury stock method. The following table sets forth the computation of basic and diluted earnings per share:

(In millions, except per share data)	Year Ended May 31,		
	2018	2017	2016
Net income	\$ 3,825	\$ 9,335	\$ 8,901
Weighted average common shares outstanding	4,121	4,115	4,221
Dilutive effect of employee stock plans	117	102	84
Dilutive weighted average common shares outstanding	4,238	4,217	4,305
Basic earnings per share	\$ 0.93	\$ 2.27	\$ 2.11
Diluted earnings per share	\$ 0.90	\$ 2.21	\$ 2.07
Shares subject to anti-dilutive restricted stock-based awards and stock options excluded from calculation ⁽¹⁾	64	74	63

⁽¹⁾ These weighted shares relate to anti-dilutive restricted stock-based awards and stock options as calculated using the treasury stock method and contingently issuable shares under PSO and PSU agreements. Such shares could be dilutive in the future. See Note 13 for information regarding the exercise prices of our outstanding, unexercised stock options.

17. LEGAL PROCEEDINGS

Hewlett-Packard Company Litigation

On June 15, 2011, Hewlett-Packard Company, now Hewlett Packard Enterprise Company (HP), filed a complaint in the California Superior Court, County of Santa Clara against Oracle Corporation alleging numerous causes of action including breach of contract, breach of the covenant of good faith and fair dealing, defamation, intentional interference with prospective economic advantage, and violation of the California Unfair Business Practices Act. The complaint alleged that when Oracle announced on March 22 and 23, 2011 that it would no longer develop future versions of its software to run on HP's Itanium-based servers, it breached a settlement agreement signed on September 20, 2010 between HP and Mark Hurd (the Hurd Settlement Agreement), who is our Chief Executive Officer and was both HP's former chief executive officer and chairman of HP's board of directors. HP sought a judicial declaration of the parties' rights and obligations under the Hurd Settlement Agreement and other equitable and monetary relief.

Oracle answered the complaint and filed a cross-complaint, which was amended on December 2, 2011. The amended cross-complaint alleged claims including violation of the Lanham Act. Oracle alleged that HP had secretly agreed to pay Intel to continue to develop and manufacture the Itanium microprocessor, and had misrepresented to customers that the Itanium microprocessor had a long roadmap, among other claims. Oracle sought equitable rescission of the Hurd Settlement Agreement, and other equitable and monetary relief.

The court bifurcated the trial and tried HP's causes of action for declaratory relief and promissory estoppel without a jury in June 2012. The court issued a final statement of decision on August 28, 2012, finding that the Hurd Settlement Agreement required Oracle to continue to develop certain of its software products for use on HP's Itanium-based servers and to port such products at no cost to HP for as long as HP sells those servers (the Phase One Ruling). A jury trial began on May 23, 2016. On June 30, 2016, the jury returned a verdict in favor of HP on its claims for breach of contract and breach of the implied covenant of good faith and fair dealing and

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

against Oracle on its claim for violation of the Lanham Act (the Phase Two Jury Verdict). The jury awarded HP damages in the amount of \$3.0 billion, and HP is entitled to post-judgment interest on this award. On August 30, 2016, the court denied HP's motion for pre-judgment interest. Judgment was entered on October 20, 2016. Oracle posted certain court-mandated surety bonds with the court in order to proceed with its motion for a new trial and entered into related indemnification agreements with each of the surety bond issuing companies. Oracle filed a motion for a new trial on November 14, 2016, which was denied.

Oracle filed its notice of appeal on January 17, 2017, specifying that it was appealing the trial court's Phase One Ruling and Phase Two Jury Verdict. On February 2, 2017, HP filed a notice of appeal of the trial court's denial of pre-judgment interest. No amounts have been paid or recorded to our results of operations either prior to or subsequent to the Phase One Ruling or Phase Two Jury Verdict. We continue to believe that we have meritorious defenses against HP's claims, and we intend to present these defenses to the appellate court. Among the arguments we expect to make on appeal are the following: the trial court misapplied fundamental principles of contract law and misinterpreted the Hurd Settlement Agreement, including by disregarding the context of the Hurd Settlement Agreement and the evidence of the parties' mutual intentions; that HP's breach of contract claim should fail as a matter of law because HP does not claim and did not prove that Oracle failed to deliver any software under the trial court's interpretation of the contract; that awarding HP both damages for breach of the Hurd Settlement Agreement and specific performance of that agreement constitutes an improper double recovery; and that the damages award is excessive, unsupported by the evidence, and contrary to law. We cannot currently estimate a reasonably possible range of loss for this action due to the complexities and uncertainty surrounding the appeal process and the nature of the claims. Litigation is inherently unpredictable, and the outcome of the appeal process related to this action is uncertain. It is possible that the resolution of this action could have a material impact to our future cash flows and results of operations.

Derivative Litigation

On May 3, 2017, a stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware. The derivative suit is brought by an alleged stockholder of Oracle, purportedly on Oracle's behalf, against Oracle, our Chairman of the Board of Directors and Chief Technology Officer in his capacities as a director, officer and an alleged controlling stockholder, one of our Chief Executive Officers (who is also a director), three other directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite Inc. (NetSuite) at an excessive price. Plaintiff seeks declaratory relief, an order rescinding or reforming the NetSuite transaction, unspecified monetary damages (including interest), attorneys' fees and costs, and disgorgement of various unspecified profits, fees, compensation, and benefits.

On July 18, 2017, a second stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware, brought by another alleged stockholder of Oracle, purportedly on Oracle's behalf. The suit is brought against all current members and one former member of our Board of Directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite at an excessive price. Plaintiff seeks declaratory relief, unspecified monetary damages (including interest), and attorneys' fees and costs.

On August 9, 2017, the court consolidated the two derivative cases. In a September 7, 2017 order, the court appointed plaintiff's counsel in the second case as lead plaintiffs' counsel and designated the July 18, 2017 complaint as the operative complaint. The defendants filed a motion to dismiss on October 27, 2017, and after briefing and argument, the court denied this motion on March 19, 2018. The parties stipulated that all of the individual defendants, except for our Chief Technology Officer and one of our Chief Executive Officers, should be dismissed from this case without prejudice, and on March 28, 2018, the court approved this stipulation. On May 4, 2018, the remaining defendants answered plaintiff's complaint.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

On May 4, 2018, the Board of Directors established a Special Litigation Committee (the SLC) to investigate the allegations in this derivative action. Three outside directors serve on the SLC.

While Oracle continues to evaluate these claims, we do not believe this litigation will have a material impact on our financial position or results of operations.

Other Litigation

We are party to various other legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business, including proceedings and claims that relate to acquisitions we have completed or to companies we have acquired or are attempting to acquire. While the outcome of these matters cannot be predicted with certainty, we do not believe that the outcome of any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having offices located at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Oracle America, Inc. (as successor in interest to Oracle USA, Inc.), a Delaware corporation, having its principal office at 500 Oracle Parkway, Redwood Shores, California 94065 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT09000001 between the County and the Contractor, executed on behalf of the County on May 29, 2009, and amended thereafter February 10, 2015, (the "Original Agreement"), the Contractor performs maintenance and support services for the County in connection with the County's Enterprise Resource Planning ("ERP") software, which services are more fully described in the Original Agreement (the "Services" or "Technical Support Services"); and

WHEREAS, the term of the Original Agreement, for the purpose of annual renewal of Technical Support and Maintenance for ERP software purchased under the Original Agreement as amended, is until May 31, 2019, (the "Term"); and

WHEREAS, the Maximum Amount, as defined in the Original Agreement, that the County agreed to pay the Contractor for Services is One Million, Seven Hundred and Twenty-Six Thousand, Two Hundred and Ninety-One Dollars and Seventy-Five Cents (\$1,726,291.75); and

WHEREAS, the Original Agreement provides for renewal of Technical Support and Maintenance pursuant to an ordering process as outlined in the Original Agreement; and

WHEREAS, County and the Contractor desire to amend the Original Agreement to increase the Maximum Amount to provide funding for additional licenses and future technical support services.

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Technical Support and Maintenance. The Technical Support and Maintenance shall be renewed until May 31, 2024, for the purpose supporting the ERP software purchased under the Original Agreement, unless sooner terminated as provided for in the Original Agreement.

2. Licenses. County shall purchase additional software licenses as outlined in Contractor's Order Document attached hereto as Attachment A. Future additional licenses may be purchased based on County's needs pursuant to an agreed-upon ordering document executed during the Term of the Original Agreement, as amended herein.
3. Payment. (a) The Maximum Amount shall be increased by **Two Million, Fifteen Thousand, Nine Hundred and Twenty-Seven Dollars and Twenty Cents (\$2,015,927.20)** to total **Three Million, Seven Hundred and Forty-Two Thousand, Two Hundred and Eighteen Dollars and Ninety- Five Cents (\$3,742,218.95)**, payable based on: (i) number of years of renewals as outlined below; and ii) for additional license increments as described in Attachment A; and (iii) for additional licenses as may be ordered by the County in accordance with the Original Agreement and this Amendment; provided, however, that County acknowledges and agrees that any additional licenses shall be purchased at agreed-upon terms and pricing, and in the event agreed-upon pricing for such additional licenses exceeds the Maximum Amount allocated here, County will increase the Maximum Amount prior to entering into any ordering document to fund the purchase of such additional license.

Year of Maintenance	Annual Maintenance	Total Cost of Maintenance
June 1, 2019- May 31, 2020	\$361,344.47	\$361,344.47
June 1, 2020- May 31, 2021	\$368,571.36	\$729,915.83
June 1, 2021- May 31, 2022	\$375,942.78	\$1,105,858.61
June 1, 2022- May 31, 2023	\$383,461.64	\$1,489,320.25
June 1, 2023- May 31, 2024	391,130.87	\$1,880,451.12

(b) Partial Encumbrance. The Contractor understands that only Four Hundred Fifty Thousand, Five Hundred and Forty-Nine Dollars and Thirty-Two Cents (\$450,549.32) for licenses and Technical Support and Maintenance is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller. Contractor shall have no obligation to perform any services should the County fail to encumber sufficient funds to pay for said services, and Contractor shall have the right to cease support upon County's failure to encumber such funds. Contractor shall work and cooperate with the County to allow County to take reasonable actions necessary to resolve funding matters and minimize interruption to services.

(c) Payments will be made in accordance with the terms set forth in the Original Agreement.

4. Compliance with Law. The "Compliance with Law", Paragraph 8 of the Original Agreement is hereby modified to include the following two additional new sub-sections:

g. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

h. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term of this agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

Oracle America, Inc.

By: 

Name: Teresa-Lynn Gentile

Title: Team Lead, Deal Specialist

Date: 11-MAR-2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

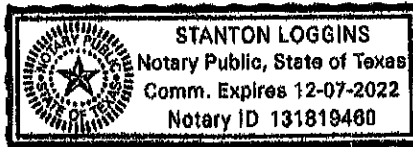
STATE OF TEXAS

)
) ss.:

COUNTY OF BEXAR)

On the 11th day of March in the year 2019 before me personally came
Teresa-Lynn Gentile to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Bexar; that he or she is the Team Lead, Deal Specialist of
Oracle America, Inc., the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.

NOTARY PUBLIC



[Handwritten Signature]

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came
_____ to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of _____; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC

Attachment A

ORACLE

ORDERING DOCUMENT

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

Your Name **NASSAU COUNTY** Your Contact **Vandana Manucha**
Your Location **99 Grumman Rd W** Phone Number **5165714200**
Bethpage Email Address **vmanucha@nassaucounty.gov**
NY 11714

Programs and Program-Related Service Offerings		
Enterprise Programs		
Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	2910	13,248.74
Software Update License & Support		2,914.72
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	2910	16,113.33
Software Update License & Support		3,544.93
PeopleSoft Enterprise Absence Management - Enterprise Perpetual	2910	3,723.97
Software Update License & Support		819.27
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	2910	7,877.63
Software Update License & Support		1,733.08
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee 2910 Perpetual		5,371.11
Software Update License & Support		1,181.64
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	2910	7,519.56
Software Update License & Support		1,654.30
PeopleSoft Enterprise Benefits Administration - Enterprise Perpetual	2910	6,087.26
Software Update License & Support		1,339.20
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	2910	2,506.52
Software Update License & Support		551.43
PeopleSoft Enterprise Enterprise Learning Management - Employee Perpetual	2910	7,519.56
Software Update License & Support		1,654.30
PeopleSoft Enterprise Workforce Rewards - Enterprise Employee 2910 Perpetual		1,217.45
Software Update License & Support		267.84
PeopleSoft Enterprise Workforce Scorecard - Enterprise Perpetual	2910	1,074.22
Software Update License & Support		236.33
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	2910	859.38
Software Update License & Support		189.06
Program and Program-Related Service Offerings Fees		89,204.83

Fee Description	Net Fee
Program Fees	73,118.73
Program-Related Service Offerings Fees	16,086.10
Total Fees	89,204.83



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:

CN101765515-MAX-GAWU-18-19

INSURED
ORACLE CORPORATION
ORACLE AMERICA, INC.
500 ORACLE PARKWAY
REDWOOD CITY, CA 94065

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
INSURER B: Safety National Casualty Corp.	15105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

SEA-003279911-40

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL788635	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA7742354 (AOS) CA7742355 (MA)	08/01/2018 08/01/2018	08/01/2019 08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LDM0500082 (AOS) PS0600081 (WI)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

NASSAU COUNTY
160 OLD COUNTRY ROAD
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Leanna Peppercorn

Leanna Peppercorn

Contract ID#: CFIT09000001



Department: Information Technology

CF (Capital) Contract Details

E-89-09
CF

NIFS ID #: CFIT09000001

NIFS Entry Date: 05/01/09

SERVICE ERP System

Term: from 05/29/09 execution to 05/28/10 completion of services.

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Name Oracle USA, Inc.	Vendor ID# 942871189- 01
Address 500 Oracle Parkway Redwood Shores, CA 94065	Contact Person: Stephen H. Bobarakis
	Phone (212) 520-9027

Department Contact Keith Hill	****Please return final, completed contract to Peggy Brown
Address: 240 Old Country Road, Room 613 Mineola, NY 11501	
Phone: (516) 571-4150	

Routing Slip

Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	
DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/> 5/1/09
OMB	Contractor Registered NIFS Approval	<input checked="" type="checkbox"/> 5/1/09
5/5/09 County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 5/4/09
5/7/09 County Attorney	CA Approval as to form	<input type="checkbox"/> 5/8/09
5/7/09 Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 5/7/09
5/29/09 County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 5/19/09
5/29/09 Comptroller	NIFS Approval	<input type="checkbox"/> 5/29/09
County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 5/29/09

Contract ID#: CFIT09000001Department: Information Technology

Contract Summary

Description:

Software to replace the County's major systems that include the enterprise-wide financial system (NIFS) and the human resources management system (NUHRS.) Additional capabilities include inventory, grants and contract management, performance and program management, and a planning and budget module.

Purpose:

Information Technology plans to address both the business and technology needs of the County (enterprise) through the implementation of an Enterprise Resource Planning solution. The following are the major business objectives of the ERP project: 1) Replace the current financial system; 2) Replace the current human resources management system; 3) Address business requirements of County departments and agencies by reviewing and improving processes and procedures; 4) provide employees, retirees, and fiduciaries with self-service features for improved administration and management of payroll, time and attendance, benefit, and retirement information; 5) Provide business units, and specifically system users and functional managers, with the necessary technology tools and data to support their business mission.

Method of Procurement:

Request For Proposal, IT-0303-0807, issued in March of 2008.

Procurement History:

Vendor proposals were received in April 2008. A selection committee reviewed proposals, conducted both a Best And Final Offer and a Best And Final Revised Offer during the review and evaluation process.

Description of General Provisions:

This contract is to license the selected Oracle/PeopleSoft system.

Impact on Funding / Price Analysis:

Funding has been allocated from capital project 97109, NIFS Upgrade/ERP System

Change in Contract from Prior Procurement:

N/A

Recommendation:

Approve as submitted.

Advisement Information

Fund:	PW
Control:	CAP
Resp:	97109
Object:	00005
Transaction:	

% Increase	
% Decrease	

Revenue Contract	<input type="checkbox"/>	
County		\$1,987,814.67
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$1,987,814.67

①	PWCAPCAP/00005/97109/000	\$1,987,814.67
2		\$
3		\$
4	APPROVED: <i>[Signature]</i> 7/6/09	\$
5		\$
	INSURANCE SECTION	(DATE)
		\$
	TOTAL	\$1,987,814.67

Document Prepared By: _____

Contract ID#: CFIT09000001



Department: Information Technology

I certify that this document was accepted into NRS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <u>[Signature]</u>	
Name <u>BM</u>		Name <u>CFIT09000001</u>		Date <u>5/29/09</u>	
Date <u>5/29/09</u>		Date		E #: <u>(For Office Use Only)</u>	

BM

Zecca, Susan P

From: Checca, Robert
Sent: Wednesday, May 27, 2009 2:09 PM
To: Zecca, Susan P
Cc: Gordon, Susan L; Misra, Manjit C
Subject: RE: Oracle Contract CFIT09000001

Sue,

Glad we had the chance to review the agreement this morning and resolve several of these items. I agree with the update shown.

I am copying Manjit and Susan on this message so they have status.

Please let me know when the remaining issues are closed so we can get Oracle a copy of the agreement. The contract pricing remains in place only through tomorrow.

Thanks.

From: Zecca, Susan P
Sent: Wednesday, May 27, 2009 2:02 PM
To: Checca, Robert
Subject: RE: Oracle Contract CFIT09000001

Thank you for meeting with me this morning to discuss the below listed issues. Please confirm that you agree with the responses stated below in bold red ink. Issues 6,7,8 and 10 will be discussed with the County Attorney's Office. I'll keep you posted.

1. Please include Oracle's response to the RFP. All contracts should include the contractor's proposal. Received and included with the contract.
2. A maximum payable amount is required in the contract language. It cannot be presumed that the County is agreeing to pay no more than the amount being encumbered. The maximum payable amount is \$1,987,814.67. This amount is found in the Ordering Document, which by definition (see page 2 of the agreement) "sets forth the software and/or services to be purchased, software metrics, prices, discounts, and specific terms relevant to the purchase." This maximum amount will not be exceeded unless formally amended.
3. The amount being encumbered - \$1,987,814.67 appears to be for program license fees and support fees for the products listed in the "Ordering Document;" however, the ordering document does not provide a cost breakdown or an adequate description of what is being ordered. It is also lacking unit prices and price extensions to support the totals at the bottom of the document. A cost breakdown cannot be provided because the pricing has been negotiated as a lump sum. It is understood that the license fee of \$1,629,356.32 will be paid in one lump sum upon full satisfactory receipt of the quantities of all products listed in the ordering document. The support fees of \$358,458.35 will be paid quarterly in arrears as stated in Section VI.
4. The Ordering Document states that the fees are exclusive of any applicable shipping charges. If shipping charges are expected, you need to encumber for them, otherwise your encumbrance will not be sufficient for payment. If shipping charges are not expected, the clause should be changed to state that the fees are inclusive of shipping charges. All products are being downloaded electronically, so shipping charges are not possible. The County will not be charged and will not pay shipping charges.

5/28/2009

5. A payment clause listing the deliverables and costs is needed to summarize the amounts due and requirement for payment. **Not needed since only lump sum payments are agreed to.**
6. Section VIII A. is missing the County's requirement for a certified claim voucher.
7. The contract is also missing the section which requires departmental and Comptroller approval of a claim voucher.
8. Section VIII E. requires the County to issue a purchase order. This cannot be done as the funds are already encumbered under this County Executive approved contract. If additional funds are required, the contract should be amended. A purchase order is not used when a contract already exists. Note that purchase orders are approved by the Purchasing Department and contracts are approved by the County Executive based on the type of goods or services being ordered. (See charter sections 702 and 2206).
9. Section VI of the contract is for Technical Support and Maintenance, which is to be paid quarterly in arrears. Where is the cost for this found? Please be sure the amount required to be paid in the first year is included in the amount being encumbered. **The cost for the Technical Support and Maintenance is found in the Ordering Document stated as "Oracle Programs Support Fees." The cost is a lump sum of \$358,458.35 for the first year.**
10. Appendix A- "Standard Clauses for New York State Contracts" does not apply and should be removed from this agreement. Note that it requires NYS Comptroller approval for contracts that exceed \$50,000. It is not applicable to Nassau County contracts.
11. Exhibits 3 and 4 for Advanced Customer Services and Training need to be expanded to further explain the services being provided, the rates, and the County's requirements for these extras. Otherwise, these exhibits should be removed from the agreement and added by amendment when details become known. **The County will not request Advanced Customer Services (ACS) or Training unless the contract is formally amended to detail the services and costs. An encumbrance would also be needed at that time.**

Susan P. Zecca, Nassau County Fiscal Officer
 Nassau County Comptroller's Office
 Phone (516) 571-4945
 Fax (516) 571-2533

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Americans discard 4 million tons of office paper every year - enough to build a 12 foot-high wall of paper from New York to California. Please consider the environment before printing this e-mail

From: Zecca, Susan P
Sent: Tuesday, May 26, 2009 4:11 PM
To: Checca, Robert; Hill, Keith J; Laspina, Linda
Cc: Palmese, CariAnn
Subject: Oracle Contract CFT09000001

I just completed my review of the Oracle Contract and find the below listed issues.
 Bob, please email me after you had the chance to review the issues, and I'll call you to discuss.
 My intent is not to delay the processing of this contract. However, it is important to clarify these points now because they will cause claim delays if staff does not understand the payment requirements.
 Thanks.

1. Please include Oracle's response to the RFP. All contracts should include the contractor's proposal.
2. A maximum payable amount is required in the contract language. It cannot be presumed that the County is agreeing to pay no more than the amount being encumbered.
3. The amount being encumbered - \$1,987,814.67 appears to be for program license fees and support fees for the products listed in the "Ordering Document;" however, the ordering document does not provide a cost breakdown or an adequate description of what is being ordered. It is also lacking unit prices and price extensions to support the totals at the bottom of the document.

5/28/2009

4. The Ordering Document states that the fees are exclusive of any applicable shipping charges. If shipping charges are expected, you need to encumber for them, otherwise your encumbrance will not be sufficient for payment. If shipping charges are not expected, the clause should be changed to state that the fees are inclusive of shipping charges.
5. A payment clause listing the deliverables and costs is needed to summarize the amounts due and requirement for payment.
6. Section VIII A. is missing the County's requirement for a certified claim voucher.
7. The contract is also missing the section which requires departmental and Comptroller approval of a claim voucher.
8. Section VIII E. requires the County to issue a purchase order. This cannot be done as the funds are already encumbered under this County Executive approved contract. If additional funds are required, the contract should be amended. A purchase order is not used when a contract already exists. Note that purchase orders are approved by the Purchasing Department and contracts are approved by the County Executive based on the type of goods or services being ordered. (See charter sections 702 and 2206).
9. Section VI of the contract is for Technical Support and Maintenance, which is to be paid quarterly in arrears. Where is the cost for this found? Please be sure the amount required to be paid in the first year is included in the amount being encumbered.
10. Appendix A- "Standard Clauses for New York State Contracts" does not apply and should be removed from this agreement. Note that it requires NYS Comptroller approval for contracts that exceed \$50,000. It is not applicable to Nassau County contracts.
11. Exhibits 3 and 4 for Advanced Customer Services and Training need to be expanded to further explain the services being provided, the rates, and the County's requirements for these extras. Otherwise, these exhibits should be removed from the agreement and added by amendment when details become known.

Susan P. Zecca, Nassau County Fiscal Officer
Nassau County Comptroller's Office
Phone (516) 571-4945
Fax (516) 571-2533

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Americans discard 4 million tons of office paper every year - enough to build a 12 foot-high wall of paper from New York to California. Please consider the environment before printing this e-mail

From: Checca, Robert
Sent: Tuesday, May 26, 2009 2:29 PM
To: Palmese, CariAnn; Zecca Susan P; Laspina, Linda
Cc: Hill, Keith J
Subject: RE: Contracts

CariAnn - thanks for the status. We were told the Accenture agreement had been forwarded to your office.

Linda - please reconfirm.

Sue - please call me with any questions regarding the Oracle agreement.

Thanks.

From: Palmese, CariAnn
Sent: Tuesday, May 26, 2009 2:26 PM
To: Checca, Robert
Cc: Laspina, Linda; Hill, Keith J; Zecca, Susan P
Subject: RE: Contracts

5/28/2009

We have not received the Accenture agreement as of today. The Oracle contract is being reviewed by Sue Z., I expect it to be approved by the end of the day unless of course she has any concerns. I will let you know as soon as the contract is encumbered and signed.

From: Laspina, Linda
Sent: Tuesday, May 26, 2009 2:17 PM
To: Palmese, CarlAnn
Cc: Checca, Robert
Subject: Contracts

CarlAnn,

I'm following up on my voicemail regarding the Oracle contract, CFIT09000001 and now also the Accenture contract, CLIT09000007. Could I please get a status?

As I mentioned in a previous email, there is an expiration on the pricing for the Oracle contract.

Thanks.

Linda LaSpina
Assistant to Commissioner of Information Technology
516-571-0455

5/28/2009

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
ENTER A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT
OF INFORMATION TECHNOLOGY AND ORACLE USA, INC.

Adopted by the Rules Committee
Nassau County Legislature
By Voice Vote on MAY 18 2009

Legislators present: 3

WHEREAS, the County has negotiated a personal services agreement
with Oracle USA, Inc. in relation to an Enterprise Resource Planning system,
a copy of which is on file with the Clerk of the Legislature; now, therefore, be
it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Oracle USA, Inc.

Advisement Information

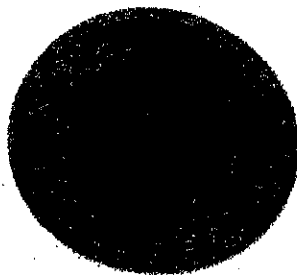
RULES RESOLUTION NO. - 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND ORACLE USA, INC.

WHEREAS, the County has negotiated a personal services agreement with Oracle USA, Inc. in relation to an Enterprise Resource Planning system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Oracle USA, Inc.

Howard S. Weitzman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME:

Oracle USA, Inc.

CONTRACTOR ADDRESS:

500 Oracle Parkway, Redwood Shores, CA
94065

FEDERAL TAX ID #:

942871189-01

Instructions: Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 3, 2008 [date]. Potential proposers were made aware of the availability of the RFP by all the following: [newspaper advertisement, posting on website, mailing, etc.]. 26 [#] of potential proposers requested copies of the RFP. Proposals were due on April 2, 2008 [date]. 3 [#] proposals were received and evaluated. The evaluation committee consisted of: J. Siegel, A. Sousa, M. Doxey, J. Hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G. Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Ghisone, B. Paul, C. Lott, F. Ryan, P. Reinharz, M. Wong [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

5/1/09
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Response to Attachments to Business History Form A. ii):

See the attached Security Ownership of Certain Beneficial Owners and Management

Response to Attachments to Business History Form A. iii):

Oracle Corporation's Directors are listed below:

- Lawrence J. Ellison, Chief Executive Officer
- Jeffrey Henley, Chairman of the Board
- Safra A. Catz, President & Chief Financial Officer
- Charles E. Phillips, Jr, President

Dr. Michael J. Boskin
Professor of Economics at Stanford University

Jeffrey Berg
Chairman and Chief Executive Officer of International Creative Management, Inc.

George H. Conrades
Executive Chairman of Akamai Technologies, Inc.

Donald L. Lucas
Venture capitalist since 1960

Jack F. Kemp
Chairman of Kemp Partners and former member of the U.S. Congress

Hector Garcia-Molina
Professor of Computer Science/Electrical Engineering, Stanford University

H. Raymond Bingham
Former Executive Chairman of Cadence Design Systems, Inc.

Naomi O. Seligman
Senior Partner at Ostriker von Simson

Oracle USA, Inc. Directors are listed below:

- Safra A. Catz, President & Chief Financial Officer
- Dorian Daley, Senior Vice President, General Counsel & Secretary

Officers for Oracle Corporation

- Lawrence J. Ellison, Chief Executive Officer
- Safra A. Catz, President & Chief Financial Officer
- Charles E. Phillips, Jr, President
- Keith G. Block, Executive Vice President, North America Sales and Consulting
- Sergio Giacoletto, Executive Vice President, Europe, Middle East and Africa Sales and Consulting
- Juergen Rottler, Executive Vice President, Oracle Support and Oracle on Demand
- Charles A. Rozwat, Executive Vice President, Server Technologies
- Derek H. Williams, Executive Vice President, Asia Pacific Sales and Consulting
- Dorian Daley, Senior Vice President, General Counsel & Secretary
- Gregory Hilbrich, Senior Vice President, Taxation
- William C. West, Vice President, Corporate Controller and Chief Accounting Officer
- Brady Mickelsen, Vice President, Associate General Counsel & Assistant Secretary
- Christopher Ing, Assistant Secretary
- George A. Gucker, Assistant Secretary
- Eric R. Ball, Vice President & Treasurer
- Ryan Seghesio, Assistant Treasurer

Officers for Oracle USA, Inc.

- Lawrence J. Ellison, Chief Executive Officer
- Safra Catz, President & Chief Financial Officer
- Charles Phillips, President
- Dorian Daley, Senior Vice President, General Counsel & Secretary
- Greg Hilbrich, Senior Vice President, Taxation
- Douglas Kehring, Senior Vice President
- Eric R. Ball, Treasurer
- Donald Scott, Vice President, Taxation
- Brady Mickelsen, Vice President & Assistant Secretary
- George A. Gucker, Assistant Secretary

Contact address for all listed above is:

Oracle Corporation
500 Oracle Parkway
Redwood Shores, CA 94065

Response to Attachments to Business History Form A. iv):

Oracle Corporation is incorporated in the state of Delaware. Oracle USA, Inc. is incorporated in the state of Colorado.

Response to Attachments to Business History Form A. v):

Currently, Oracle Corporation has an employee count of 69,777 and Oracle USA, Inc.'s employee count constitutes 26,568 of that total.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information, as of September 7, 2007 (unless otherwise indicated below), with respect to the beneficial ownership of our common stock by: (i) each stockholder known by us to be the beneficial owner of more than 5% of our common stock; (ii) each director or nominee; (iii) each executive officer named in the Summary Compensation Table; and (iv) all current executive officers and directors as a group.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
Lawrence Ellison (2) 500 Oracle Parkway, Redwood City, CA 94065	1,270,096,324	24.6%
Capital Research & Management Company (3) 300 South Hope Street, Los Angeles, CA 90071	509,271,034	9.9%
Keith Block (4)	3,017,142	*
Safra Catz (5)	10,069,108	*
Charles Phillips, Jr. (6)	2,442,500	*
Charles Rozwat (7)	5,390,676	*
Jeffrey Berg (8)	460,000	*
H. Raymond Bingham (9)	130,000	*
Michael Boskin (10)	796,500	*
Hector-Garcia Molina (11)	210,000	*
Jeffrey Henley (12)	5,047,016	*
Jack Kemp (13)	454,532	*
Donald Lucas (14)	1,880,000	*
Naomi Seligman (15)	36,145	*
All current executive officers and directors as a group (18 persons) (16)	1,306,325,728	25.1%

* Less than 1%

- (1) Unless otherwise indicated below, each stockholder listed had sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws, if applicable.
- (2) Includes 53,525,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date and includes 911,744 shares owned by Mr. Ellison's spouse of which he disclaims beneficial ownership. Includes 525,091,175 shares pledged as collateral to secure certain personal indebtedness, including various lines of credit.
- (3) Based on a Holdings Report on Form 13F filed on August 14, 2007, by Capital Research & Management Company. The Form 13F disclosed that Capital Research, an investment manager, owned 509,271,034 shares of our common stock as of June 30, 2007.
- (4) Includes 3,006,610 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (5) Includes 10,062,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (6) Includes 2,437,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (7) Includes 5,362,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (8) Includes 455,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.

- (9) Includes 125,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (10) Includes 791,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (11) Includes 205,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (12) Includes 5,012,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (13) Includes 449,532 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (14) Includes 5,000 shares held in trust for the benefit of Mr. Lucas and his spouse. Includes 475,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date. Includes 1,400,000 shares held in trust for the benefit of the children of Mr. Ellison, our CEO, for which Mr. Lucas is a co-trustee but not a beneficiary; Mr. Lucas disclaims beneficial ownership of such shares held in trust for Mr. Ellison's children.
- (15) Includes 7,397 shares owned by Ms. Seligman's spouse of which she disclaims beneficial ownership. Includes 22,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (16) Includes all shares described in notes (2) and (4) through (15) above, 67,035 additional shares beneficially owned and 6,228,750 additional shares subject to currently exercisable options or options exercisable within 60 days of the record date.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

05/01/2009
10:43 AM

DOCUMENT CATEGORY	:	CF PERSONAL SERVICES CAPITAL CONTRACT	
ENTERED BY	:	BROWN, PEGGY, 16627	
DOCUMENT NUMBER	:	CFIT09000001	INITIATING DEPT : IT
INPUT PERIOD (MM YYYY)	:	05 2009 MAY	
VENDOR NUMBER / SUFFIX	:	942871189 01	APPROVAL TYPE : 01
VENDOR NAME	:	ORACLE CORPORATION	
VENDOR ADDRESS	:	500 ORACLE PARKWAY	
	:	MS:50P6	
	:	REDWOOD SHORES	CA 94065
COUNTRY	:	USA	
ALPHA VENDOR	:	ORACLE CORPORATION	
BANK NUMBER	:		
DUE DATE	:		
DOCUMENT AMOUNT	:		TREAS NO : 94287118
NUMBER OF LINES	:	1,987,814.67	SINGLE CHECK :
TRANSACTION CODE HASH	:		CURRENCY CODE :
TERMS	:		RESPONSIBLE UNIT :
POSTING/EDIT ERRORS	:		NOTEPAD (Y OR N) : N
F1-HELP	:	F3-DELETE	F4-PRIOR
F2-SELECT	:	F9-LINK	F5-NEXT
F7-VIEW DOC	:		F6-DTL ENTRY
F8-SUBMIT	:		F12-ADL FCTNS
G014 - RECORD FOUND	:		

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

05/01/2009
10:43 AM

DOCUMENT : CFIT09000001 - 01 INPUT PER: 05 2009 AMOUNT : 1,987,814.67

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CFIT09000001 01
TRANS DESC. : ORACLE ENTERPRISE RESOURCE SYSTEM CAP 97109
TRANS AMOUNT : 1,987,814.67
INDEX : PWCAPCAP CAPITAL PROJECTS FUND
SUBJECT : 00005 EQUIPMENT
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT : 97109 NIFS UPGRADE
PROJECT DETAIL : 000 NIFS UPGRADE
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G014 - RECORD FOUND

FAML4760 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

05/01/2009
10:42 AM

DOCUMENT : CFIT09000001 INPUT PERIOD : 05 2009 AMT : 1,987,814.67

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST DESCRIPTION							TRANS	AMOUNT	
01	109		CFIT09000001	01	PWCAPCAP	00005			N
ORACLE ENTERPRISE RESOURCE SYSTEM CAP 97109								1,987,814.67	

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK

FAML4010 V4.2

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

05/01/2009
10:50 AM

LINK TO:

DOCUMENT CATEGORY

ENTERED BY

DOCUMENT NUMBER

INPUT PERIOD (MM YYYY)

VENDOR NUMBER / SUFFIX

VENDOR NAME

VENDOR ADDRESS

: CF PERSONAL SERVICES CAPITAL CONTRACT
: BROWN, PEGGY, 16627

: 05 2009 MAY

INITIATING DEPT : IT

APPROVAL TYPE :

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP

F2-SELECT

F3-DELETE

F4-PRIOR

F5-NEXT

F6-DTL ENTRY

F7-VIEW DOC

F8-SUBMIT

F9-LINK

F10-SAVE

F12-ADL FCTNS

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CFIT09000001

TREAS NO :

SINGLE CHECK :

CURRENCY CODE :

RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

**SOFTWARE LICENSE AND SERVICES AGREEMENT 2008
BETWEEN
NASSAU COUNTY, NEW YORK
AND
ORACLE USA, INC.**

May _____, 2009

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**SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
NASSAU COUNTY, NEW YORK
AND
ORACLE USA, INC.**

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (hereinafter "Agreement") is entered into between Nassau County, New York (hereinafter, "Nassau") whose address is 160 Old County Road, Mineola, New York, 11501, and Oracle USA, Inc. (hereinafter "Oracle"), a Colorado corporation whose main office and principal place of business is 500 Oracle Parkway, Redwood Shores, California 94065 and is effective as of the date set forth with the final signature below (the effective date). Orders may be placed under this Agreement for up to three (3) years after its effective date or as otherwise extended by amendment.

WITNESSETH:

WHEREAS, Nassau has determined that its current and future administrative systems needs require that its current aging and diverse systems be replaced; and

WHEREAS, Nassau has determined that the upgrade and replacement of its administrative systems requires the acquisition of a new commercial off-the-shelf integrated information system using Enterprise Resource Planning (hereinafter "ERP") software, and the retention of related services for such software; and

WHEREAS, Nassau issued a Request for Proposal seeking such software and services and thereafter supplemented this with a Request for Clarification, (collectively, the "RFP"); and

WHEREAS, Oracle submitted a proposal, Clarifications, and Best and Final Offers in response to the RFP (hereinafter "Proposal"); and

WHEREAS, based upon the competitive solicitation and evaluation of proposals for the provision of the ERP Software and for the performance of the Services (as hereinafter defined), Nassau has determined that Oracle possesses the qualifications necessary to provide such Software and Services; and that the Proposal offers the best value to Nassau from among the competing proposals received by Nassau, and that Nassau awards this Agreement to Oracle on the basis of the merits of the Proposal; and

WHEREAS, Nassau desires to retain Oracle to provide the Software and Services as set forth hereinafter, and Oracle agrees to provide such Software and perform such Services;

NOW, THEREFORE, in consideration of the terms and the mutual covenants and obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. DEFINITIONS

Advanced Customer Services: On-site services, set forth in Exhibit 3, that Nassau may purchase from Oracle under this Agreement.

Agreement: The writing(s) which contain the agreement of Nassau and Oracle setting forth the total legal obligation between the parties as determined by applicable rules of law.

Ancillary Programs: Third party materials specified in the Documentation, which may only be used for the purposes of installing or operating the programs with which the Ancillary Programs are delivered.

Documentation or Program Documentation: Program user manual(s) and Program installation manual(s) for the Software.

Emergency: An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Enterprise License: A license grant that permits a defined entity (the "Enterprise") to use the acquired the Software across its Enterprise, where the numerical limits of the license is calculated by reference to its employee count or its operating budget or other agreed upon metric. The specific terms of the Enterprise License are set forth in the Ordering Document.

Error Corrections: Machine executable software code furnished by Oracle which corrects the Software so as to conform to the applicable Documentation of Oracle.

Incremental Licenses: An increase in the number of licenses for Software previously acquired by Nassau. Such Incremental License purchases are accepted upon delivery.

License Effective Date: The date Software is delivered to Nassau. Where a License involves Software which was previously licensed by Nassau, the License Effective Date for the additional licenses shall be deemed to be the date on which the Purchase Order is executed.

Material: Any information, design, specification, instruction, Software, data, or material furnished by Oracle and used by Nassau.

Ordering Document: The Oracle form, signed by both parties, that sets forth the Software and/or Services to be purchased, Software metrics, prices, discounts, and specific terms relevant to the purchase.

New Software Releases (Software Revisions): Any commercially released revisions to the licensed version of the Software as may be generally offered and available to Nassau, if current on technical support. New releases involve a substantial revision of functionality from a previously released version of the Software. Updates are provided when available, and Oracle is under no obligation to develop any future Software or functionality.

Proprietary: Created and / or owned by Oracle, which may be protected by confidentiality, secrecy, patent, copyright or trademark against commercial competition.

Purchase Order: Nassau's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

Services: Technical support (also referred to as "Maintenance"), training, or Advanced Customer Services that Nassau purchases under this Agreement.

Site: The location (street address) where the Software will be used or Services delivered.

Software or Programs: Software acquired under the terms and conditions set forth in the Agreement. "Software" or "Programs" includes error corrections, upgrades, enhancements, new releases, and updates delivered to Oracle's current subscribers under Technical Support or Maintenance.

Source Code: The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

Supported Program License: Programs for which Oracle offers Technical Support.

Technical Support or Maintenance: Technical support services for the Software that are offered by Oracle under this Agreement.

Training: The services provided by Oracle University, as set forth in Exhibit 4.

II. SOFTWARE

Oracle shall provide the Programs in accordance with the following terms and conditions.

- A. License Scope:** Following delivery of the Software, Nassau is granted a non-exclusive, non-assignable, royalty free, perpetual, limited right to use the Software ordered for its governmental and business operations subject to the terms of this Agreement, including the license definitions and rules and Documentation. For Software that is specifically designed to allow a third party to interact with Nassau in furtherance of Nassau's governmental or business operations, such use is allowed under this Agreement. Nassau may make a sufficient number of copies of the Software for its licensed use and one copy of each software media.
- B. Documentation:** Documentation is delivered with the Software or Nassau may access the Documentation online at <http://oracle.com/contracts>. Oracle hereby grants to Nassau a perpetual license right to make, reproduce and distribute, either electronically or otherwise, copies of Documentation in accordance with the terms of

the license, and the Documentation fully describes the proper procedure for using the Software.

C. Permitted License Transfers: Upon prior written notice to Oracle, the following license transfers are permitted under this Agreement, at no cost to Nassau, unless the license type specifically prohibits such a transfer:

1. Nassau may transfer Software internally within its own entity;
2. If Nassau is subject to a governmental reorganization or otherwise mandated by its governing body to convey any of its specific functions to another governmental entity, the Software used to support the conveyed functions may be transferred to the entity acquiring the transferred functions. The transferor must discontinue its use of the transferred Software.
3. If Nassau merges with another governmental entity, the Software acquired may be used by the merged entity.

Nothing in this section shall be deemed to relieve Nassau or the transferee entity of the obligation to use the Software in accordance with the terms and conditions of this Agreement and all applicable Ordering Documents placed hereunder, including, without limitation, limiting usage of the Software to the quantity and license type for which such software is licensed.

D. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties: Outsourcers, facilities management, consultants and agents (collectively, "Agents") retained by Nassau shall have the limited right to use the Software to maintain Nassau's internal business operations subject to the terms of this Agreement, including data processing, for the time period that they are engaged in such activities, provided that Nassau is responsible for the compliance of its Agents with the terms and conditions of this Agreement and their use of the Software.

E. Archival Back-Up and Disaster Recovery Nassau shall be entitled to use and copy the Software and related Documentation for archival backup and disaster recovery and shall have the rights under "Cold", "Warm" or "Hot" Backup, as defined below, to initiate disaster recovery on such backup systems testing up to four times annually, up to two day per testing, at no charge other as set forth below:

1. "Cold Backup" is a backup copy of the Software, which is retained on Oracle's software media only. In the event of failure of a primary machine, Nassau may download the Software from Oracle's website or it may use the software media to load Oracle's Software on a second machine of Nassau of the same hardware/operating system combination. There is no additional fee for maintaining a Cold Backup.
2. "Warm Backup" is a backup copy of the Software, which is loaded on a machine, which is accessed for the processing of data and/or applications only in the event of a failure of the primary machine. In the event of a failure of the primary machine, the secondary machine is accessed and used to run the Software. There is no additional fee for maintaining a Warm Backup.

3. "Hot Backup" is a copy of the Software, which is loaded on a machine and operated simultaneously with the primary machine. No processing of data or applications takes place on the backup machine. In the event of a failure of the primary machine, all processing is switched to the backup machine in real time. The fee for a Hot Backup is 25% of the contract price of the primary license and/or technical support.

F. Confidentiality Restrictions: The Software is a trade secret, copyrighted and proprietary product of Oracle. Nassau and its employees will keep the Software strictly confidential, and Nassau will not disclose or otherwise distribute or reproduce any Software to anyone other than as authorized under the terms of Agreement. Nassau will not remove or destroy any proprietary markings or notice of Oracle's or its licensors' proprietary rights. Oracle or its licensors retain all ownership and intellectual property rights to the Software.

G. Restricted Use by Nassau: Except as expressly authorized by the terms of this Agreement, Nassau shall not:

1. Copy the Software;
2. Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Software);
3. Make the Software or Materials resulting from 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 software license or Materials from the services acquired);
4. Export the Software in violation of any U.S. Department of Commerce export administration regulations;
5. Release benchmarking results: unless required by law or compelled by court order or subpoena, Nassau shall not disclose to third parties not authorized by it to implement or maintain its systems, results of any Software benchmark test without Oracle's prior written consent. The foregoing restriction shall not apply to benchmark results of non-Oracle software which accessed the Software or to benchmark results of an overall system, provided such results: (a) are released only as the benchmark results of such non-Oracle software or of the total system and (b) do not make any reference to Oracle Software. Nassau shall notify Oracle of requests for the release of benchmarking results under the New York State Freedom of Information Law (FOIL) or applications for court orders or subpoenas and give Oracle an opportunity to oppose disclosure.

H. Open Source Software: Open source software is developed independently of Oracle and may be governed by a separate license ("open source software"). If the open source software is governed by a separate license, Oracle shall provide a copy of that license in the applicable Documentation and Nassau's license rights and obligations with respect to that open source software shall be defined by those separate license terms and subject to the conditions, if any, therein. Nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations Nassau

may have, or conditions to which Nassau may be subject, under such separate open source license terms.

III. SOFTWARE DELIVERY

Oracle has made available to Nassau for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, Nassau can access and electronically download the Software and related Documentation. Provided that Nassau has continuously maintained technical support for the Software, Nassau may continue to download the software and related Documentation. 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. Nassau acknowledges that Oracle's delivery obligation under this Agreement is met by the provision of the electronic delivery web site URL. Provided Nassau continuously maintains Technical Support, CD Packs for the Software provided under the Ordering Document may be ordered through the Oracle Store independent of this Agreement. If Nassau loses or damages the media containing a Program licensed here under, upon Nassau's written notice Oracle will provide a replacement copy thereof, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Nassau. Unless otherwise agreed to by Nassau and Oracle, Nassau shall be responsible for installation of the Software.

Nassau acknowledges that, unless otherwise provided for in this Agreement, it accepts sole responsibility for (i) its system configuration, design and requirements, (ii) the selection of the Programs to achieve its intended results, and (iii) modifications, changes or alterations to the Programs.

IV. SOFTWARE ACCEPTANCE

A. Unless otherwise provided by mutual agreement of Nassau and Oracle, Nassau shall have sixty (60) days from the date of delivery to accept all Software. Where Oracle is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection to Oracle by the end of the period provided for under this clause constitutes acceptance by Nassau as of the expiration of that period. Nassau may, in writing, waive the Acceptance Period, or any part thereof, at any time.

If Nassau rejects the Software, it shall (a) cease using the applicable Software, and (b) certify to Oracle that it has destroyed or has returned to Oracle the Software, Documentation and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

Oracle may offer Nassau a free trial of the Software pursuant to (B) immediately below. If Nassau accepts such free trial license for the Software, the length of the trial shall count toward the sixty (60) day acceptance period and such trial license will grant to Nassau the right to examine the Software for at least sixty (60) days (unless the parties thereto agree otherwise). Upon the expiration of such period,

Nassau must either issue a Purchase Order to Oracle for purchase of the Software or portions thereof in accordance with this Agreement, or forthwith discontinue all use and return the Software to Oracle. Nassau shall be deemed to have tested the Software to its satisfaction and accepted the Software upon its issuance of the Purchase Order.

If any agreed trial license period is less than sixty (60) days, then in addition to the trial license period, Nassau shall have the number of days to accept the Software that is the difference between sixty (60) days and the length of the agreed trial license, provided Nassau notifies Oracle in writing of its intention to use such acceptance period at the time Nassau issues its Purchase Order. Notwithstanding the foregoing, this provision does not apply to purchases which merely increase the number of licenses for software previously acquired by Nassau ("incremental licenses"). Such incremental license purchases are accepted upon delivery.

- B. Trial Software. Nassau may order trial Software, or Oracle may include additional trial Software with the order which Nassau may use for trial, non-production purposes only. Nassau may not use the trial Software to provide or attend third party training on the content and/or functionality of the Software. Nassau has sixty (60) days from delivery to evaluate such trial Software. If it decides to use any of this trial Software after the sixty (60) day trial period, Nassau must obtain a license for such trial Software from Oracle. If it decides not to obtain a license for the trial Software after the sixty (60) day trial period, Nassau will cease using and will delete any such trial Software from its computer systems. Software licensed for trial purposes is provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

V. SERVICES

- A. Nassau may acquire Technical Support (maintenance), Advanced Customer Services, and Training, under this Agreement. The rates for the purchase of Advanced Customer Services and Training are set forth in Exhibits 3 and 4, respectively. The terms for the purchase of Technical Support are set forth in the Article immediately below and in the Technical Support policies attached as Exhibit 1.
- B. Upon payment for Services, Nassau will have a perpetual, non-exclusive, non-assignable, royalty free license to use for its internal business operations, anything developed by Oracle and delivered to Nassau. Nassau may allow its agents and contractors to use the deliverables for such purpose and Nassau is responsible for their compliance with this Agreement and the Ordering Document. Oracle retains ownership and all intellectual property rights to anything developed by it and delivered by it under the applicable Ordering Document resulting from the Services, except as stated in (C) immediately below.
- C. **Advanced Customer Services ("ACS").** The only consulting services offered by Oracle under this Agreement are Advanced Customer Services ("ACS"). Oracle states that no development or customization work can be provided pursuant to the performance of the ACS.

To the extent that Oracle may produce Incidental deliverables in the performance of ACS and following payment of all fees for the applicable ACS order: (a) the allocation of ownership and license rights to such Incidental deliverables shall be the Joint Property (as defined below) of both Oracle and Nassau; and (b) Oracle grants to Nassau a non-exclusive, non-assignable, royalty free, perpetual, internal-use license to use Oracle Works (as defined below) that are embodied in the Joint Property.

1. "Incidental Deliverables" shall mean those deliverables developed by Oracle solely for Nassau in the performance of the applicable Ordering Document, except for any Oracle Works (as defined below).
2. "Oracle Works" shall mean: (a) anything provided by or on behalf of Oracle from a 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 Oracle; and (d) any derivative works of (a), (b), or (c) above. Nothing in this section shall be construed to grant, amend, or modify any license for any Software or Documentation owned or distributed by Oracle.
3. "Joint Property" shall mean the Incidental Deliverables which are those deliverables developed using ACS and shall be owned jointly by Oracle and Nassau; Joint Property does not include any Oracle Works (as defined above). Oracle and Nassau agree that each party jointly shall own the copyright interest in the Joint Property and that each party may freely use, share, license or sub-license the Joint Property without requiring the approval of the other party, and shall have no duty of accounting to the other party for use of the Joint Property.

Oracle retains all right, title and interest, including all copyrights, in any Oracle Works and Software. Any property or material furnished by Nassau to Oracle hereunder is and will remain the property of Nassau.

- D. At Nassau's request, Oracle shall provide Nassau with the resumes of all Oracle's employees, consultants, and subcontractors who shall perform Services at Nassau's site under this Agreement. Nassau shall have the right to conduct interviews, unless otherwise agreed to by the parties, of all such employees, consultants, or subcontractors provided such interview occurs before the commencement of Services by the relevant employees, consultants or subcontractors. Nassau shall have the right to reject assignment of any Oracle employee, consultant, or subcontractor to a particular Service by providing Oracle a reasonable and non-discriminatory basis for such rejection. This paragraph shall not apply to the provision of Technical Support Services.
- E. The Services provided under this Agreement may be related to Nassau's license to use Programs which it acquires under a separate order. The Agreement referenced in that order shall govern Nassau's use of such Programs. Any Services acquired from Oracle are bid separately from such Program licenses, and Nassau may acquire either Services or such Program licenses without acquiring the other.

VI. TECHNICAL SUPPORT & MAINTENANCE

- A. Technical Support** consists of annual technical support services ordered by Nassau for the Software. Payment shall be due quarterly in arrears or as otherwise agreed to by the parties. If ordered, annual Technical Support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies that are attached to this Agreement at the time the Services are ordered. The Technical Support Policies shall be updated annually by amendment to this Agreement. Nassau should review the Technical Support Policies prior to ordering the applicable services.

Technical support is effective upon the effective date of the Ordering Document unless otherwise stated therein. The effective date of an order is when the Ordering Document is fully signed and Oracle receives the Purchase Order; provided however, if the order is subject to an acceptance period, the effective date will be upon acceptance.

The Technical Support service level, which may also be referred to as Software Update License & Support, (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Nassau's order may be renewed annually and, if Nassau renews SULS for the same number of licenses for the same Software, Nassau will be entitled to receive the caps on fee increases which are set forth in Exhibit 1.

If Nassau decides to purchase Technical Support for any Software within a license set, Nassau is required to purchase Technical Support at the same level for all Software within that license set. Nassau may desupport a subset of Software in a license set only if there is also agreement to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support Policies in effect at the time of termination. The applicable discount to be used in the event of support re-pricing is set forth in Exhibit 2. Oracle's license set definition is available in the Technical Support Policies. If Nassau decides not to purchase Technical Support, Nassau may not update any unsupported Software with new versions of the Software.

Technical Support term(s) and any renewal(s) thereof are independent of the expiration of this Agreement and will not automatically renew. Nassau may discontinue Technical Support at the end of any current Technical Support term. In the event that Nassau discontinues Technical Support of Software, it may, at any time thereafter, reinstate Technical Support for the Software without any additional penalties or other charges, by paying Oracle the amount which would have been due under the order for the period of time that such Technical Support had lapsed.

- B. Oracle's Technical Support offering, entitled "Lifetime Support", is comprised of the following:**
- 1. Premier Support:** Premier Support provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to Oracle's Customer Service Website, and certification with new third-party products/versions.

2. **Extended Support:** Oracle may grant Nassau the right to acquire an additional three years of Extended Support. Extended Support provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; access to its Customer Service Website; and major product and technology releases. Extended Support does not include certification with new third-party products/versions.
3. **Sustaining Support:** As an alternative to Extended Support, Oracle grants Nassau the right to acquire Sustaining Support for as long as it licenses the Software. Sustaining Support provides access to Oracle's Customer Service Support Website, pre-existing fixes, and major product and technology releases. Sustaining Support does not include Updates, fixes, and security alerts; Tax, legal, and regulatory updates; Certification with new third-party products/versions; and Certification with other Oracle products.

Additional information about Oracle's Lifetime Support offering may be found in the Technical Support Policies, attached as Exhibit 1.

C. Successor Products and Re-Named Programs.

1. **Successor Products.** If Oracle makes successor products available for Oracle's product lines ("New Software") that includes substantially similar functionality and features as a Program for which Nassau has purchased a Program License ("Old Software"), Oracle will provide Nassau 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 additional charge, provided that (i) Nassau 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 Nassau at the time of the request; and (iii) Oracle is currently making available, such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then Oracle will provide Nassau with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. Nassau shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Agreement.

2. **Re-Named Programs.** If any Program licensed under this Agreement ("Original Program") is re-named or divided into two or more separate Programs ("Re-Named Program") and the functionality of the Re-Named Program is and remains the same as the functionality of the Original Program, and Oracle makes such Re-Named Program generally available at no additional license fees to all of its customers who have maintained Technical Support for the Original Program, then Oracle shall provide the Re-Named Program to Nassau for no additional license fees, provided that the Re-Named Program is available in production release and that Nassau is current on Technical Support for the Original Program pursuant to Oracle's Technical

Support Policies (or reinstated Technical Support for such Program pursuant to Oracle's then current Technical Support Policies).

In the event that Oracle offers successor or renamed programs, as referenced above, Oracle will notify Nassau of the affected Software to the same extent and in the same manner that it provides notification to its other supported customers of the affected Software. The parties acknowledge that Oracle offers Lifetime Support for many of its Programs; if Lifetime Support is offered for a Program, such Program is not deemed to be discontinued under the meaning of this section.

VII. SOURCE CODE

Oracle shall retain in escrow a copy of the source code necessary to support the Software (not including any Software for which source code is delivered with such Software). The escrowed material shall be maintained under an agreement which provides that if Oracle ceases to be in the business of supporting the Software, the escrow agent shall furnish Nassau with a copy of the escrowed material that has become unsupported. Nassau 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 to maintain the Software. If Oracle replaces Iron Mountain Intellectual Property Management with a substitute escrow agent, Nassau will receive notice of the name and address of the substitute agent.

VIII. COMPENSATION / PAYMENTS / INVOICES

- A. Upon acceptance of Software or as otherwise provided by Agreement, Oracle may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt and approval by the County Comptroller of a proper invoice and County Claim Voucher, in accordance with paragraph B.
- B. All payment Invoices shall include, at a minimum, the following terms:
 - 1. Delivery on official form of Oracle;
 - 2. Name, Address and Remittance Address of Oracle if different from that contained in the introductory paragraph of this Agreement;
 - 3. Agreement Number;
 - 4. An executed County Claim Voucher detailing of the Programs or Services for which Oracle requests payment;
 - 5. Total amount to be Invoiced.
- C. Oracle shall submit all payment Invoices to the designated payment office for this Agreement, which shall be, unless Oracle receives written notification to the contrary, the address listed in the first paragraph of this Agreement.
- D. The fees due under an Ordering Document signed by Nassau and Oracle shall be non-cancelable and the sums paid nonrefundable, except as expressly provided therein or in this Agreement.
- E. Nassau's signature on an Ordering Document referencing this Agreement and Nassau's issuance of a purchase order are its representations to Oracle

that the purchase has been fully authorized and that all funds for the purchase have been fully appropriated.

- F. Nassau agrees that it has not relied on the future availability of any Programs or Updates in entering into the payment obligations arising under this Agreement; however, (a) if Nassau orders SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide Updates under this Agreement or the relevant Ordering Document, if-and-when available, in accordance with Oracle's then current Technical Support Policies, and (b) the preceding sentence does not change the rights granted to Nassau for any program licensed under this Agreement or the relevant Ordering Document, per the terms of this Agreement and/or the Ordering Document.
- G. Submission of an invoice and payment thereof shall not preclude Nassau from reimbursement or demanding a price adjustment where the billing was inaccurate. Oracle shall provide, upon request of Nassau, the information reasonably necessary to verify the accuracy of the billings. Such information shall be provided in the format reasonably requested by Nassau and in a media commercially available from Oracle.
- H. If Nassau is exempt from sales tax, Oracle will not invoice it for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle on or before the effective date of this Agreement. Also, Nassau will reimburse Oracle for reasonable expenses related to providing the Services. Fees for Services listed in an Ordering Document are exclusive of taxes and expenses.

IX. WARRANTY

- A. **Title and Ownership Warranty.** Oracle warrants that it possesses (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual or term license rights to the Software. Oracle shall be solely liable for its costs of acquisition of such ownership rights and/or clear title. Notwithstanding any language to the contrary in this Agreement, Article X(A), *Intellectual Property Infringement Indemnification*, of this Agreement states Nassau's exclusive remedy and Oracle's entire liability for any breach of this particular warranty.
- B. **Software Warranty.** Software offered shall be a current production release. Oracle warrants that the Software will perform in all material respects as described in the Documentation for eighteen (18) months from the date of acceptance. Nassau must notify Oracle of any Program warranty deficiency within eighteen (18) months after acceptance.

For Nassau's initial purchase of Software under this Agreement only, Oracle also warrants that the Software will perform in all material respects in accordance with Oracle's response to the functional and technical requirements attached as Exhibit 5 for eighteen (18) months from the date of acceptance. Nassau must notify Oracle of any Software warranty deficiency under this paragraph within eighteen (18) months year after acceptance of the initial purchase of the Software.

- C. **Virus Warranty.** Oracle represents and warrants that prior to delivery Oracle shall use commercially reasonable methods to test and protect the Software against viruses and other harmful elements designed to disrupt the orderly operation of, or impair the integrity of data files resident on, any data processing system. Oracle represents and warrants that it will not deliver Software that contains any known virus. Oracle will also maintain a master copy of the appropriate versions of the Software, free of viruses. If Nassau believes a virus may be present in the delivered Software, then upon its request, Oracle will provide a master copy to Nassau for comparison with and correction of its copy of the Software.
- D. **Date/Time Warranty.** Oracle represents that during the term of this Agreement, including any extension or renewal hereof, the Software shall, when used in accordance with the Program Documentation, be able to accurately process (including, but not limited to, calculating, comparing, and sequencing) date/time data transitions, including leap year and daylight savings time calculations.
- E. **Services Warranty.** Oracle warrants that the Services will be provided in a professional manner in accordance with industry standards. Nassau must notify Oracle of any Services warranty deficiencies within ninety (90) days from performance of the Service that gave rise to the warranty claim.
- F. **Survival of Warranties.** All warranties contained in this Agreement, which have not expired by their terms, shall survive the termination of this Agreement.
- G. **NO IMPLIED WARRANTIES.**
TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- H. Oracle does not warrant or guarantee that the Software will be error free or operate without interruption or that Oracle will correct all Software errors. Oracle is not obliged to develop error corrections or updates for Nassau's benefit but, in the event such corrections or updates are made generally commercially available by Oracle at no additional charge, Oracle shall provide them to Nassau at no additional charge. Nassau acknowledges that the Software has not been prepared to meet its individual requirements; it is Nassau's responsibility to ensure that the facilities and functions described in its specification meet its requirements, and Nassau is solely responsible for results obtained from its use of the Software.
- I. **EXCLUSIVE REMEDIES.** FOR ANY BREACH OF THE WARRANTIES IN B, D AND E ABOVE, NASSAU'S EXCLUSIVE WARRANTY REMEDY, AND ORACLE'S ENTIRE WARRANTY LIABILITY, SHALL BE: (A) THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE TIME AND MANNER, NASSAU MAY END ITS SOFTWARE LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE SOFTWARE LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH

IN A COMMERCIALLY REASONABLE TIME AND MANNER, NASSAU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

X. INDEMNIFICATION AND LIABILITY

- A. Intellectual Property Infringement Indemnification.** Oracle will also indemnify and hold Nassau harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against Nassau in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right based upon Materials provided to Nassau by Oracle and except to the extent such claims arise from Nassau's negligence or willful misconduct, provided that Nassau shall give Oracle: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, no later than 30 days after it receives notice of the claim (or sooner if required by law) (ii) sole control to settle or defend such action, claim or suit at Oracle's sole expense, and (iii) assistance in the defense of any such action at the expense of Oracle. Nassau reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

If usage shall be enjoined for any reason or if Oracle believes that it may be enjoined, Oracle shall have the right, at its own expense and sole discretion: (i) to procure for Nassau the right to continue Usage (ii) to modify the material so that usage becomes non-infringing, while preserving its utility or functionality, or if these alternatives are not commercially reasonable, Oracle may terminate the license for, and require return of, the Material and refund any fees Nassau may have paid for it. Oracle will not indemnify Nassau if it alters the Material or uses it outside the scope of use identified in the Documentation or if Nassau uses a version of the Materials which has been superseded, to the extent the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to Nassau and Nassau either has actual knowledge or is notified by Oracle to use such version due to a potential or existing infringement claim; any such notice will be in writing or, for any software licensed under this Agreement, may be posted at Oracle's customer support web site or included with a software update. Oracle will not indemnify Nassau to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify Nassau to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle except where such combinations are expressly specified by Oracle in the Documentation. Oracle will not indemnify Nassau for infringement caused by its actions against any third party if the Program(s) as delivered to Nassau and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights.

In the event that an action at law or in equity is commenced against Nassau arising out of a claim that Nassau's use of the Material under the Agreement infringes any patent, copyright or proprietary right, and Oracle is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense

provisions set forth in the Agreement, Oracle shall promptly notify Nassau in writing and shall specify to what extent Oracle believes it is obligated to defend and indemnify under the terms and conditions of the Agreement. Oracle shall in such event attempt to secure a continuance to permit Nassau to appear and defend its interests in cooperation with Oracle, as is appropriate, including any jurisdictional defenses Nassau may have. This Article X(A) constitutes Nassau's sole and exclusive remedy for any infringement claims or damages.

B. Personal Injury / Property Damage Indemnification. Oracle shall be fully liable for any act or omission of Oracle, its employees, Subcontractors and agents, and shall fully indemnify and hold harmless Nassau from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property caused by fault or negligence of Oracle, its employees, Subcontractors or agents arising from Oracle's performance of this Agreement, **without limitation**; provided, however, that Oracle shall not be obligated to indemnify Nassau for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of Nassau or the acts of third parties, other than those provided by Oracle to perform under the Agreement. In connection with the foregoing, Nassau shall give Oracle: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Oracle's sole expense, and (iii) assistance in the defense of any such action at the expense of Oracle. This paragraph does not apply to any claims arising from damage to "intangible personal property," which includes documentation, software, data or data files that are in electronic format.

C. Limitation on Liability. EXCEPT AS OTHERWISE SET FORTH IN THE INDEMNIFICATION PARAGRAPHS ABOVE, THE LIMIT OF LIABILITY SHALL BE AS FOLLOWS:

1. ORACLE'S LIABILITY FOR ANY DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED DIRECT DAMAGES IN: (I) AN AMOUNT EQUAL TO TWO (2) TIMES THE CHARGES SPECIFIED IN THE PURCHASE ORDER FOR THE SOFTWARE AND SERVICES, OR PARTS THEREOF FORMING THE BASIS OF NASSAU'S CLAIM, (SAID AMOUNT NOT TO EXCEED A TOTAL OF TWELVE (12) MONTHS CHARGES PAYABLE UNDER THE APPLICABLE PURCHASE ORDER) OR (II) ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS GREATER. NOTWITHSTANDING THE LIMITATION IN THE FIRST SENTENCE OF THIS PARAGRAPH (1), ORACLE'S LIABILITY TO NASSAU FOR DAMAGES RESULTING FROM THE WRONGFUL DISCLOSURE OF PERSONAL DATA BY ORACLE IN ITS PERFORMANCE OF TECHNICAL SUPPORT SERVICES IN BREACH OF ORACLE'S OBLIGATIONS UNDER ARTICLE XI(D) (*CONFIDENTIALITY AND NON-DISCLOSURE*) SHALL NOT EXCEED THE GREATER OF: (A) \$1,000,000 OR (B) TWO TIMES THE FEES PAID BY NASSAU UNDER THIS AGREEMENT FOR TECHNICAL SUPPORT WITHIN THE TWO (2) YEARS IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE BREACH.

2. **NOTWITHSTANDING THE ABOVE, NEITHER ORACLE OR NASSAU SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF PROFIT BY NASSAU, ORACLE, OR BY OTHERS.**

XI. CONFIDENTIALITY AND NON-DISCLOSURE

- A. As used in this Section, "Disclosing Party" means Nassau when disclosing its Confidential Information (defined below) to Oracle, or Oracle when disclosing its Confidential Information to Nassau, and "Receiving Party" means Nassau when receiving disclosure of Confidential Information from Oracle, or Oracle when receiving disclosure of Confidential Information from Nassau. "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") after the effective date of this Agreement including, without limitation, information relating to the Disclosing Party's operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs. Confidential Information shall be clearly marked as "confidential," "proprietary," "restricted" or some similar designation. Except as provided in this Agreement and specifically in Article XI(B) hereunder, the Receiving Party further agrees that any Confidential Information obtained by the Receiving Party from the Disclosing Party, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Disclosing Party hereunder, will not be divulged to any third parties. Nassau acknowledges that the Source Code to the Software and the Documentation are Confidential Information of Oracle.
- B. The Receiving Party:
 1. may not use any Confidential Information for any purpose other than in accordance with, and in the performance of, its obligations under this Agreement;
 2. may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Section C; and
 3. shall make every reasonable effort to prevent the use or disclosure, other than as expressly permitted herein, of Confidential Information.
- C. The Receiving Party may disclose information, which would otherwise be Confidential Information if and to the extent that:
 1. it is required by law (such as the New York State Freedom of Information Law);
 2. the information has come into the public domain, otherwise than through (a) a breach of this Clause by the Receiving Party, (b) a third party's breach of any duty of confidentiality owed to the Disclosing Party of which the Receiving Party was aware, or (c) a violation of law;

3. it was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;
4. it is required by existing contractual obligations of which the Disclosing Party is aware;
5. It is independently developed by the Receiving Party without reliance on the Confidential Information;
6. It is required by any securities exchange or regulatory or governmental body to which it is subject or by judicial process;
7. it is otherwise obtained under the Freedom of Information Law or other applicable New York State laws or regulations; or
8. the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and subcontractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.

D. In addition to the foregoing, Nassau represents that it has certain obligations with regard to the use and protection of Personal Data. "Personal Data" means non-public, personally identifiable information of Nassau's employees or citizenry. Oracle will not store, maintain or process any Personal Data on Nassau's behalf connection with the provision of programs, related technical support and other services under the Agreement. Any access by Oracle to Personal Data will be incidental to the software and related services provided by Oracle to Nassau. Nassau agrees that it will endeavor not to unnecessarily provide any Personal Data to Oracle under the Agreement. To the extent that Oracle has any incidental access to Personal Data in providing its Software and services to Nassau, Oracle agrees that (1) it shall not disclose or use Personal Data except to the extent reasonably required to carry out its obligations under the Agreement; and (2) it shall maintain appropriate information security measures to protect such Personal Data from unauthorized disclosure or use. The obligations set forth in this paragraph shall survive termination of this Agreement.

XII. BREACH

- A. **Breach, Generally.** If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement, subject to the Dispute Resolution process set forth in the Article immediately below.
- B. **Failure to Make Payment.** In the event Nassau fails to make payment to Oracle for Software or Services delivered and accepted, and invoiced as set forth herein, within thirty (30) days of such delivery and acceptance, Oracle may, upon 10 days advance written notice to Nassau's purchasing official, suspend additional shipments of Software or provision of Services to Nassau until such time as reasonable arrangements have been made and assurances given by such entity for current and future payments. If the breach is for the failure to pay for Software and the breach continues unabated, upon written notice of termination, Oracle may terminate

Nassau's license for the unpaid-for Software. Notwithstanding the foregoing, Oracle shall, at least 10 days prior to declaring a breach of contract by Nassau, by certified or registered mail, notify the purchasing official of Nassau of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if Oracle's basis for declaring a breach is insufficient, Oracle's declaration of breach and failure to service Nassau shall constitute a breach of its Agreement and Nassau may thereafter seek any remedy available at law or equity.

C. Remedies for Breach. It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law, except where expressly limited in this Agreement:

1. **Cover/Substitute Performance.** In the event of Oracle's material, uncured breach, Nassau may, with or without formally bidding: (i) purchase from other sources; or (ii) if Nassau is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement software of equal or comparable quality, Nassau may acquire acceptable replacement software of lesser or greater quality. Such purchases may, in the discretion of Nassau, be deducted from the Agreement quantity and payments due Oracle.
2. **Withhold Payment.** In any case where a reasonable question of material non-performance by Oracle arises, payment may be withheld in whole or in part at the discretion of Nassau.
3. **Bankruptcy.** In the event that Oracle files a petition under the U.S. Bankruptcy Code during the term of this Agreement, Nassau may, at its discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit Nassau the amounts owed by Oracle arising out of the same transactions.
4. **Reimbursement of Costs Incurred.** Oracle agrees to reimburse Nassau promptly for any and all additional costs incurred for acquiring acceptable services, and/or replacement software. Should the cost of cover be less than the price charged under this Agreement, Oracle shall have no claim to the difference.
5. **Deduction/Credit.** Sums due as a result of these remedies may be deducted or offset by Nassau from payments due, or to become due, Oracle on the same or another transaction. If no deduction or only a partial deduction is made in such fashion Oracle shall pay to Nassau the amount of such claim or portion of the claim still outstanding, on demand.

XIII. DISPUTE RESOLUTION

- A. In the event there is a dispute or controversy under this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.
- B. In the event Nassau is dissatisfied with Oracle's Software or Services provided under this Agreement, Nassau shall notify Oracle in writing. In the event Oracle has any disputes with Nassau, Oracle shall so notify Nassau in writing. If either party notifies the other of such dispute or controversy, the other party shall then make

good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

- C. If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within 14 business days or as otherwise agreed to by the parties, of such notice, then the matter shall be submitted to Nassau's senior county executive and Oracle's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next 14 business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this Article shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.
- D. Oracle shall extend the dispute resolution period for so long as Nassau continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.
- E. This Article XIII does not apply to any breach by Nassau of Oracle's or its licensor's intellectual property rights.

XIV. TERMINATION

The following termination provisions are subject to the Dispute Resolution provision, to terms of the Technical Support Policies, and other provisions of this Agreement. Termination under this Article does not relieve Nassau of its obligation to pay for Programs or Services delivered by Oracle under this Agreement.

- A. **For Cause:** For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to Oracle, the Agreement or Purchase Order may be terminated by Nassau at Oracle's expense where Oracle becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Agreement, or for non-performance, or upon a determination that Oracle is non-responsible. Such termination shall be upon written notice to Oracle. In such event, Nassau may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. If the Agreement is terminated pursuant to this subdivision, Nassau shall remain liable for all accrued but unpaid fees and charges incurred through the date of the termination.
- B. **For Convenience:** By written notice, this Agreement may be terminated at any time by Nassau for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Agreement shall not affect any Purchase Order that has been issued under the Agreement prior to the date of such termination. If the Agreement is terminated pursuant to this subdivision, Nassau shall remain liable for all accrued but unpaid

charges incurred through the date of the termination. Oracle shall use due diligence and provide any outstanding deliverables.

XV. FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Nassau or Oracle in the performance of the Agreement which non-performance, by exercise of reasonable diligence, cannot be prevented. Oracle shall provide Nassau with written notice of any force majeure occurrence as soon as the delay is known.

Neither Nassau nor Oracle shall be liable to the other for any delay in or failure of performance under the Agreement due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by Oracle or Nassau to be necessary to enable complete performance by Oracle if reasonable diligence is exercised after the cause of delay or failure has been removed.

If such event continues for more than 90 days, either party may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Nassau's obligation to pay for Software delivered or Services provided.

XVI. AUDIT OF SOFTWARE USAGE

Upon 45 days written notice, Oracle may audit Nassau's use of the Software. Oracle agrees not to audit Nassau's use more frequently than once annually. Nassau agrees to cooperate with Oracle's audit and provide reasonable assistance and access to information during its normal business hours. Nassau shall be entitled to designate a representative who shall be entitled to participate in such audit. Nassau agrees that Oracle shall not be responsible for any of Nassau's reasonable costs incurred in cooperating with the audit.

Oracle shall provide Nassau with a report of any such audit, and Nassau shall have the right to provide a written response to the report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the non-disclosure obligations in this Agreement. In the event such audit discloses that Nassau exceeds the scope of the permissible use of the licenses for the Software, Nassau agrees to immediately cease its impermissible use of such Software. To continue its use of such licenses, Nassau agrees to pay within thirty (30) days of the receipt of written notification and provision of an invoice.

Notwithstanding the foregoing, if Nassau in good faith provides Oracle with written notice of an alleged error in the amount of underpaid fees reported in the audit and agrees to pay any amounts not in dispute, Nassau may invoke the Dispute Resolution Process provided in Article XIII of this Agreement. If Nassau pays the undisputed

amounts and provides the aforementioned notice of error, Nassau is not obligated to cease its alleged impermissible use of the Software during the Dispute Resolution process. During the Dispute Resolution process, Oracle agrees not to terminate the Software or any associated Technical Support services, nor commence formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, until an amicable resolution of the dispute through continued negotiation of the matter at issue does not appear likely.

XVII. POLICIES AND SECURITY

In performing this Agreement, Oracle warrants, covenants and represents that it will comply fully with Nassau's rules, procedures and protocols ("Procedures"), including but not limited to physical, facility, documentary, information security and cyber security, provided that such Procedures do not violate any state, local or federal law. Nassau shall make available the relevant Procedures and Oracle shall be responsible for distributing to its representatives and assessing and ensuring compliance. If any part of the Procedures should violate Oracle's Code of Ethics and Business Conduct or Oracle is otherwise unable to comply, Oracle shall notify Nassau in writing. Nassau shall be responsible for acquiring the necessary approvals for the waiver from the entity that issued the Procedure. Oracle and Nassau agree that the Procedures do not modify or amend the other terms and conditions of the Agreement.

XVIII. MISCELLANEOUS

- A. Cooperation Between Contractors.** Oracle shall be responsible for fully cooperating with any third party, including but not limited to other contractors or subcontractors of Nassau, as necessary to ensure delivery of Software or coordination of performance of Services.
- B. Independent Contractors.** It is understood and agreed that the legal status of Oracle, its agents, officers and employees under this Agreement is that of an independent contractor, and in no manner shall they be deemed employees of Nassau, and therefore are not entitled to any of the benefits associated with such employment. Oracle agrees, during the term of this Agreement, to maintain at Oracle's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide Nassau with certification of such insurance upon request. Oracle remains responsible for all applicable federal, state and local taxes, and all FICA contributions.
- C. No Hard Stop / Passive License Monitoring.** Unless Nassau is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Oracle hereby warrants and represents that either: (1) the Software and all Updates do not and will not contain any computer code that would disable the Software or Updates or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Oracle to access the Software to cause such disablement or impairment (sometimes referred to as a "trap door" device); or (2) if the Software or

Updates does contain any such computer code, such computer code shall not be enabled. Oracle agrees that in the event of a breach or alleged breach of this provision, Nassau may seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Nassau shall be entitled.

- D. Proof of License.** The fully signed Ordering Document, Nassau's corresponding Purchase Order and payment of Oracle's invoice shall serve as Nassau's proof of License.
- E. Severability.** If any provision of this Agreement is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Agreement, which shall be enforced and interpreted as if such provision was never included in the Agreement.
- F. Entire Agreement and Modification of Agreement Terms.** This Agreement and the referenced appendices constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and the Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto. No preprinted terms or conditions on a Purchase Order issued by Nassau, which seek to vary the terms of this Agreement or impose new duties or obligations on Oracle, shall have any force or effect.
- G. Assignments and Mergers, Acquisitions, Divestitures.** Upon notice to Oracle, the Agreement may be assigned without the consent of Oracle to another Nassau subdivision pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor entity that assumes Nassau's responsibilities for the Agreement. If Nassau grants a security interest in the Programs and/or any Services deliverables, the secured party has no right to use or transfer the Programs and/or any Services deliverables, and if Nassau decides to finance an acquisition of the programs and/or any services, it will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Nassau's prior written consent. Oracle's obligation to perform under this Agreement shall not be affected or impaired by any reorganization, consolidation or merger to which Oracle is, or may become, a party.
- H. Press Releases / Publicity.** Oracle shall obtain the prior written approval of Nassau relative to the Agreement for press or other media releases.
- I. UCITA.** The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.
- J. Legal Compliance.** Oracle represents it will pay at its sole expenses for all applicable permits, licenses, tariffs, tolls and fees and that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental

entity applicable to the performance of obligations under the Agreement or seek waiver therefrom. Prior to award and during the Agreement term and any renewals thereof, Oracle must establish to the satisfaction of Nassau that it meets or exceeds all requirements of the Agreement and any applicable laws, including but not limited to, permits, insurance coverage, licensing, and proof of coverage for workers' compensation, and shall provide such proof as required by Nassau. Failure to comply or failure to provide proof may constitute grounds for Nassau to cancel or suspend the Agreement, in whole or in part or to take any other action deemed necessary by Nassau.

K. **Captions.** The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

L. **Governing Law.** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

M. **Order of Precedence.** The documents comprising this Agreement shall have the following order of precedence: (1) Appendix A; (2) Ordering Document(s); (3) this Agreement; and (4) all other exhibits.

XIX. NASSAU SPECIFIC LAWS, ORDINANCES, REQUIREMENTS

A. Insurance.

1. **Types and Amounts.** Oracle shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) compensation insurance for the benefit of Oracle's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as Nassau may from time to time specify.
2. **Acceptability; Deductibles; Subcontractors.** All insurance obtained and maintained by Oracle pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to Nassau; and (ii) in form and substance acceptable to Nassau. Oracle shall be solely responsible for the payment of all deductibles to which such policies are subject. Oracle shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Oracle under this Agreement.
3. **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the

insurance coverage required by this Agreement shall be delivered to the Nassau County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Oracle shall provide written notice to the Nassau County Attorney's Office of the same and deliver to Nassau County Attorney's Office renewal or replacement certificates of insurance. Oracle shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, which would suspend or invalidate any of the required coverages. The failure of Oracle to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Oracle to maintain the other required coverages shall be deemed a material breach of this Agreement upon which Nassau reserves the right to consider this Agreement terminated as of the date of such failure.

B. No Arrears or Default. Oracle is not in arrears to Nassau upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to Nassau, including any obligation to pay taxes to, or perform services for or on behalf of, Nassau.

C. Nassau County Living Wage Law. Pursuant to LL 12006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, with respect to Services provided to Nassau which are performed within the United States, Oracle agrees as follows:

1. Oracle shall comply with the applicable requirements of the Living Wage Law, as amended;
2. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Oracle has the right to cure such breach within thirty days of receipt of notice of breach from Nassau. In the event that such breach is not timely cured, Nassau may terminate this Agreement as well as exercise any other rights available to Nassau under applicable law.
3. It shall be a continuing obligation of Oracle to inform Nassau of any material changes in the content of its certification of compliance, attached as Exhibit 6, and shall provide to Nassau any information necessary to maintain the certification's accuracy.

C. Administrative Service Charge. Oracle agrees to pay Nassau an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 741979, as amended by Ordinance Number 1282006.

D. Executory Clause. Notwithstanding any other provision of this Agreement:

1. Approval and Execution. Nassau shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Oracle unless:
 - (i) all Nassau approvals have been obtained, including, if required, approval by the Nassau County Legislature, and

- (ii) this Agreement has been executed by the Nassau.
2. **Availability of Funds.** Nassau shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Oracle beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to Nassau from the State and/or federal governments. Notwithstanding the foregoing, (a) Nassau agrees to pay for all Software ordered and Services performed by Oracle prior to Oracle's receipt of Nassau's notice of the unavailability of funding or appropriations and (b) Nassau's issuance of a Purchase Order to Oracle is its representation to Oracle that funds for that purchase have been fully appropriated and are presently available.

XX. NOTICES

If Nassau has a dispute with Oracle or if Nassau wishes to provide a notice under the Indemnification section of this Agreement, or if Nassau becomes subject to insolvency or other similar legal proceedings, it will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, USA, Attention: General Counsel, Legal Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ORACLE USA, INC.

NASSAU COUNTY, NEW YORK

Signature: [Signature]

Name: DOUGLAS W. DORAN

Title: DIRECTOR, LICENSES CONTRACTS

Date: 5/1/2009

Signature: [Signature]

Name: THOMAS W. STOTES

Title: DEPUTY CO. EXEC.

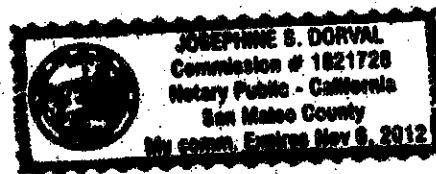
Date: 5-29-09

Corporate Acknowledgement

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On this 1st day of May, 2009 before me personally came Douglas W. Doran, to me known, who, being duly sworn, did depose and say that he/she is Director of the corporation described in the foregoing instrument and that he/she executed the foregoing instrument as Director thereof.

[Signature]
Notary Public



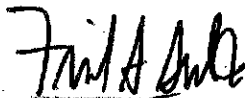
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of MAY in the year 2009 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



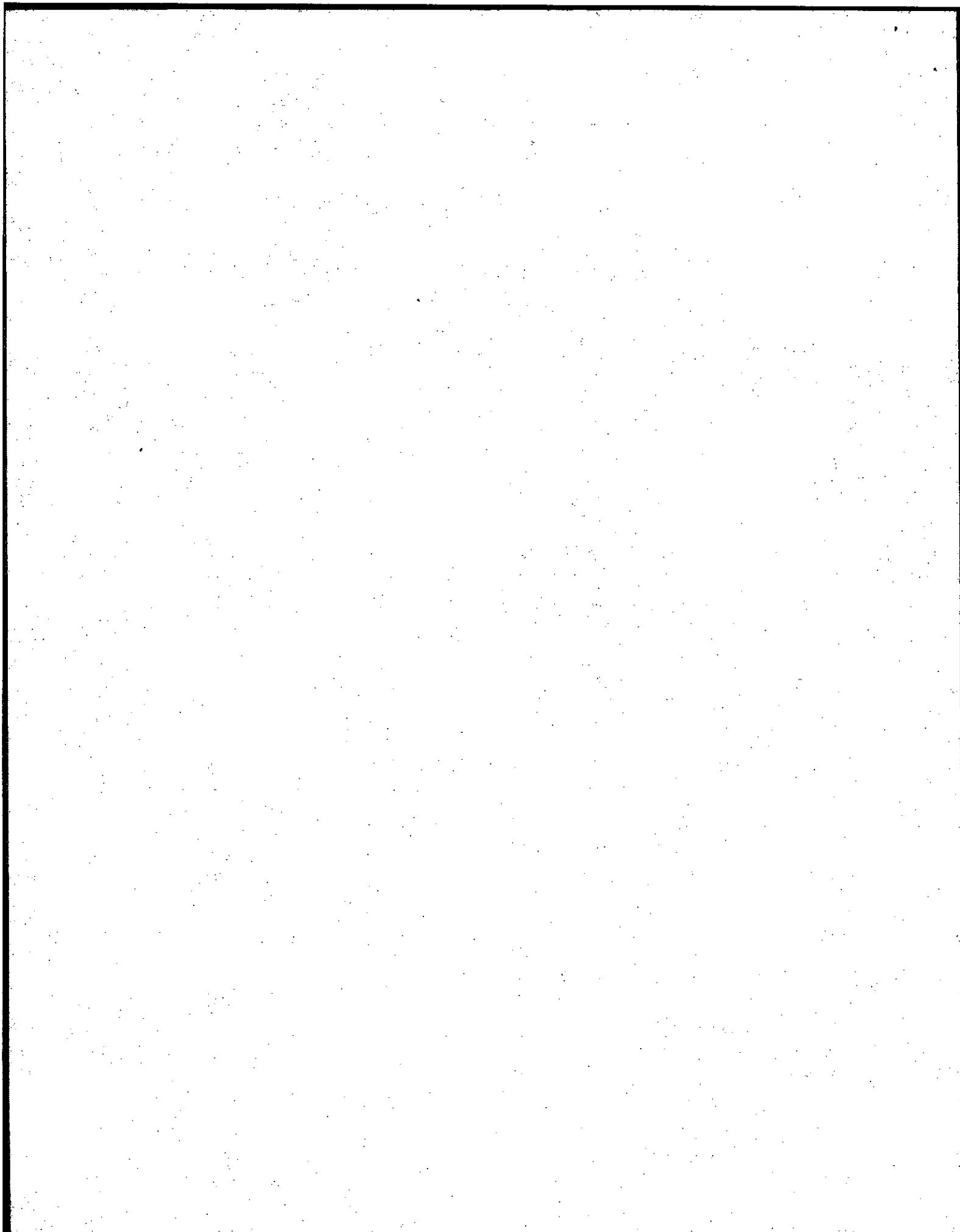
FREDERICK A. SUZEL JR.

NOTARY PUBLIC-STATE OF NEW YORK

No. 018U4781488

Qualified in Queens County

My Commission Expires February 28, 2010





ORDERING DOCUMENT

Oracle USA, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name NASSAU COUNTY, NEW YORK
Your Location 240 Old Country Road
Mineola, NY 11501

Your Contact Keith Hill
Phone Number 516-571-4150
Email Address khill@nassaucountyny.gov

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement

Agreement Name: _____ ("agreement")

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation, hereinafter "Oracle") shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. You have ordered the program licenses and 12 months of technical support services described below:

A. 1 - Product Description / License Type	Quantity
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Treasury - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise eSupplier Connection - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Strategic Sourcing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Supplier Contract Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise EPM Portal Pack - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Scorecard - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Performance Management Warehouse - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Supplier Rating System - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Financials Portal Pack - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Planning - System 9 - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Workforce Planning - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Capital Asset Planning - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Performance Scorecard - Enterprise \$M in Operating Budget Perpetual	3200
A. 2 - Product Description / License Type	Quantity
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	9700

PeopleSoft Enterprise Workforce Rewards - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Workforce Scorecard - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	9700

A.3 - Product Description / License Type	Quantity
User Productivity Kit - UPK Developer Perpetual	5
User Productivity Kit - UPK Employee Perpetual	9700
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Benefits Administration over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Enterprise Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK General Ledger over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Receivables over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Payables over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Asset Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Project Costing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Contracts over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Grants over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Expenses - over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Planning and Budgeting over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Billing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Purchasing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Inventory over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProcurement over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eCompensation Manager Desktop over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProfile Manager Desktop over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Absence Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Talent Acquisition Manager over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Strategic Sourcing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Enterprise Portal over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for PeopleTools over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1

A.4 - Product Description / License Type	Quantity
Diagnostics Pack - Processor Perpetual	16
Application Management Pack for PeopleSoft - Named User Plus Perpetual	50
Application Management Pack for PeopleSoft - Processor Perpetual	16
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	143
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	143
Business Intelligence Server Administrator - Named User Plus Perpetual	10

A.5 - Product Description / License Type	Quantity
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	1
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	1
WebSphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	1

	Net Fee
Oracle Programs License Fees	\$1,829,356.32
Oracle Programs Support Fees	\$368,458.35
Net Fee	\$1,987,814.67
Total Fees	\$1,987,814.67

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

d. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

3. Delivery and Installation

a. You shall be responsible for installation of the software.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the software and related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section 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. You acknowledge that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL.

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

7. Customer Reference

In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your organization and your organization's logo.

8. Territory

The program licenses and services described in section A are for use in the U.S.

9. Limited Use Programs

The programs listed in section A-4 are limited use programs and maybe used only with the programs listed in section A.1, section A.2 and section A.3.

10. Technical Support Cap

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first, second, third and fourth renewal years, the fee for SULS will not increase over the prior year's fee. If you renew SULS for the same number of licenses for the same programs for the fifth, sixth, seventh, eighth or ninth renewal year, the fee for SULS will not increase by more than three percent (3%) over the prior year's fees.

C. Future Purchases

1. Expansion

a. If you exceed your licensed quantity you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit. The number of additional program licenses to be ordered shall be equal to the actual dollar amount of Enterprise \$M of Operating Budget listed in section A.1 and/or the actual number of Enterprise Employees listed in section A.2 as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.

b. The license definitions and program specific terms contained in section D of this ordering document will apply to program licenses ordered pursuant to this section.

c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

D. Enterprise Application Specific Terms

1. Enterprise \$M Operating Budget

\$M Operating Budget is defined as one million US Dollars of your gross budget reflected in an audited statement from your external accounting firm.

2. Applicable to programs with the license type of Enterprise \$M Operating Budget

The value of these program licenses is determined by the amount of Enterprise \$M Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the amount of Enterprise \$M Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Operating Budget is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Operating Budget. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise \$M Operating Budget as of such date.

3. Enterprise Employee

Enterprise Employee is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Enterprise Employees.

4. Applicable to programs with the license type of Enterprise Employee

The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise Employees as of such date.

5. Archival Back-Up and Disaster Recovery

The last sentence of Article II, Section E.3 of the agreement shall not apply to the programs listed in sections A.1, A.2 and A.3 of this ordering document.

F. Program Specific Terms for the Peoplesoft Product Lines

1. License Grant

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") products listed in Section A (collectively referred to as "materials") only as necessary to create and provide training solely for UPK to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to UPK to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK programs licensed per UPK Module, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. You are prohibited from reselling or distributing the materials to any other party or using the materials other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the materials and any content created by you using the program materials contain valuable proprietary information. Oracle (or its third-party program providers) retains title to all portions of the materials and any copies thereof. You shall use materials modifications created by you solely for your internal use in accordance with the terms of the agreement. You 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 you concerning your 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 you as those contained in the agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, PROGRAMS LICENSED PER UPK MODULE ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.

1. UPK Materials

For UPK content materials licensed under this ordering document, you represent and warrant that you have a valid license for the underlying program(s). All content materials are published in English language only.

2. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

3. 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 you to use such program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

4. Included Programs - Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise

You acknowledge that this program requires a web application server. This third party program is a supportable program. A "concurrent access license" is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

5. Included Programs - WebSphere

Notwithstanding anything in the agreement to the contrary, Oracle shall not be obligated to indemnify you 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 agreement and this ordering document, 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. Notwithstanding anything herein to the contrary: (a) source code is not included for this program and (b) this third party program is a supportable program.

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 30-NOV-2008 and shall become binding upon execution by you and acceptance by Oracle.

NASSAU COUNTY, NEW YORK

Signature _____

Name _____

Title _____

Signature Date _____

Effective Date _____

(to be completed by Oracle)

ORACLE USA, INC.

Signature _____

Name _____

Title _____

Signature Date _____

Expansion Exhibit

1. Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the program listed in section A.1 with the license type "Enterprise \$M in Operating Budget Perpetual" that may be purchased pursuant to section [C.1]:

Product Description	License Fee/ Increment	First Year Software Update License & Support/ Increment	Increment (in millions)
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	84,284.19	20,738.12	320
PeopleSoft Enterprise Treasury - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise eSupplier Connection - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Strategic Sourcing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Supplier Contract Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise EPM Portal Pack - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Scorecard - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Performance Management Warehouse - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Supplier Rating System - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Financials Portal Pack - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual			
Hyperion Planning - System 9 - Enterprise \$M in Operating Budget Perpetual			
Hyperion Workforce Planning - Enterprise \$M in Operating Budget Perpetual			
Hyperion Capital Asset Planning - Enterprise \$M in Operating Budget Perpetual			
Hyperion Performance Scorecard - Enterprise \$M in Operating Budget Perpetual			

2. Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the program listed in section A.2 with the license type "Enterprise Employee Perpetual" that may be purchased pursuant to section [C.1]:

Product Description	License Fee/ Increment	First Year Software Update License & Support/ Increment	Increment
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	24,372.91	6,362.04	970
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual			
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual			
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual			
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual			
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual			
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual			
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual			
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual			
PeopleSoft Enterprise Workforce Rewards - Enterprise Employee Perpetual			
PeopleSoft Enterprise Workforce Scorecard - Enterprise Employee Perpetual			
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual			

APPENDIX A

**STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-c or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St - 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St - 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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EXHIBIT 1

ORACLE TECHNICAL SUPPORT POLICIES

Technical Support Policies

Effective Date: 27-October-2008

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", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy" and in former BEA agreements as the "Support Services" policies.

"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 all Oracle programs, other than Cimmetry AutoVue and Vuelink programs ("Cimmetry programs"), Crystal Ball programs, and AdminServer programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetry programs is available in the AutoVue Administration Guide that is included with the Cimmetry program documentation.

Product release and supported platforms information for the following programs will be provided to you in writing:

Crystal Ball
AdminServer
Skywire (programs not included on the Skywire Online Support Portal)

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).

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, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program that share the same source code**. 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. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Standard Edition One, and Internet 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). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

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. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Pricing following Reduction of Licenses or Support Level

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

Custom Application Bundles

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

Unsupported Programs

Customers with unsupported programs 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

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

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

Program Updates

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping

charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Oracle Configuration Manager

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technology/documentation/ocm.html>. By using this tool, you consent to the transmission of your configuration information to Oracle.

OCM will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software environment. Configuration data provided to Oracle by software tools will be stored in password-protected repositories. It will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs. In addition, because the configuration information will be updated, it may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings for you.

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

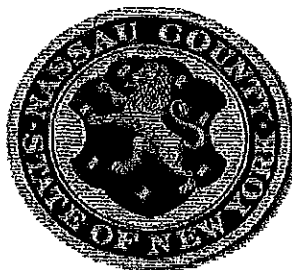
A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

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.

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

Jack Schnirman
Comptroller



CFIT09000001
And- CLIT19000003

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Oracle America, Inc.

CONTRACTOR ADDRESS: 500 Oracle Parkway, Redwood Shores, CA 94065

FEDERAL TAX ID #: 94-2805249

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on May 29, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on March 3, 2008. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the website, mailing etc. Proposals were due on April 2, 2008. Twenty Six proposers requested copies of the RFP. Three Proposals were received and evaluated. The evaluation committee consisted of: J. Siege, A. Sousa, M. Doxey, J. Hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Chisone. B. Paul, C. Lott, F. Ryan, P. Reinhartz and M. Wong. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

3-13-19
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No applicable contributions.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Oracle America, Inc.

Dated: 3/5/2019

Signed: [Signature]

Print Name: Downs Deering

Title: SVP NAA Oracle Digital



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

As of November 13, 2018, Oracle does not have a registered lobbyist in Nassau County.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/5/2019

Signed: 

Print Name: Downs Deering

Title: SVP NAA Oracle Digital

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

***Oracle identifies this individual in his/her business capacity only. Oracle does not disclose employee's personal information.**

1. Principal Name Downs Deering
Date of birth 1 / 20 / 1970
Home address 1414 Westover Road
City/state/zip Austin, TX 78703
Business address 1900 Oracle Way
City/state/zip Reston, VA 20190
Telephone (703) 364-0710
Other present address(es) _____
City/state/zip _____
Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____

(Other) *Senior Vice President NAA Oracle Digital: Position held since December 22nd, 2017.

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. *Because this is being submitted on behalf of Oracle America, Inc. and not for the signatory in his individual capacity, individual declines to provide personal information requested in this section
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X ; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
*Please see the below statement for questions 7-12.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
*Please see the below statement for questions 7-12.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.
*Please see the below statement for questions 7-12.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.

***Please see the below statement for questions 7-12.**

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

***Please see the below statement for questions 7-12.**

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

***Please see the below statement for questions 7-12.**

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

***Please see the below statement for questions 7-12.**

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

***Please see the below statement for questions 7-12.**

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

***Please see the below statement for questions 7-12.**

Statement for Questions 7-12:

Questions 7-12 appear to correspond to other businesses identified in the response to Question 5 and Respondent's history as a principal in such other businesses or non-profit organizations. Accordingly, Respondent answered "no" to Question 5, indicating that he has not in the past three years been a principal owner or officer of a business or non-profit other than Oracle. Accordingly, Respondent has answered "no" to Questions 7-12. Respondent and Oracle do not interpret Questions 7-12 as seeking any information about Respondent personally or Respondent's involvement in any business or non-profit organization outside of those identified in response to Section 5, of which there are none, and no such information is provided or represented in Respondent's answers to Questions 7-12.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Downs Deering, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of March 28 2019


Notary Public



Oracle America, Inc.
Name of submitting business

Downs Deering
Print name


Signature

SVP NAA Oracle Digital
Title

3 / 28 / 2019
Date



500 Oracle Parkway
Redwood City, California 94065

September 26, 2018

To our Stockholders:

You are cordially invited to attend the 2018 Annual Meeting of Stockholders of Oracle Corporation. Our Annual Meeting will be held on Wednesday, November 14, 2018, at 10:00 a.m., Pacific Time, in the Oracle Conference Center, located at 350 Oracle Parkway, Redwood City, California.

We describe in detail the actions we expect to take at the Annual Meeting in the attached Notice of 2018 Annual Meeting of Stockholders and proxy statement. We have also made available a copy of our Annual Report on Form 10-K for fiscal 2018. We encourage you to read the Form 10-K, which includes information on our operations, products and services, as well as our audited financial statements.

This year, we will again be using the "Notice and Access" method of providing proxy materials to stockholders via the Internet. We believe that this process provides stockholders with a convenient and quick way to access the proxy materials and vote, while allowing us to conserve natural resources and reduce the costs of printing and distributing the proxy materials. We will mail to most of our stockholders a Notice of Internet Availability of Proxy Materials containing instructions on how to access our proxy statement and the Form 10-K and vote electronically via the Internet. This notice will also contain instructions on how to receive a paper copy of the proxy materials. All stockholders who are not sent a notice will be sent a paper copy of the proxy materials by mail or an electronic copy of the proxy materials by email. See "Questions and Answers about the Annual Meeting" beginning on page 67 for more information.

Please use this opportunity to take part in our corporate affairs by voting your shares on the business to come before this meeting. **Whether or not you plan to attend the meeting, please vote electronically via the Internet or by telephone, or, if you requested paper copies of the proxy materials, please complete, sign, date and return the accompanying proxy card or voting instruction card in the enclosed postage-paid envelope.** See "How Do I Vote?" on page 5 of the proxy statement for more details. Voting electronically, by telephone or by returning your proxy card does NOT deprive you of your right to attend the meeting and to vote your shares in person for the matters acted upon at the meeting. If you cannot attend the meeting in person, we invite you to watch the meeting via webcast by going to www.oracle.com/investor.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence J. Ellison".

Lawrence J. Ellison
Chairman and Chief Technology Officer

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table provides information, as of September 17, 2018, the record date of the Annual Meeting, with respect to the beneficial ownership of Oracle common stock by: (1) each stockholder known by us to be the beneficial owner of more than 5% of our common stock; (2) each director or nominee; (3) each executive officer named in the Summary Compensation Table; and (4) all current executive officers and directors as a group. Except as set forth below, the address of each stockholder is 500 Oracle Parkway, Redwood City, California 94065.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
Directors and NEOs		
Lawrence J. Ellison (2)	1,171,605,969	30.6%
Jeffrey S. Berg (3)	464,832	*
Michael J. Boskin (4)	482,892	*
Safra A. Catz (5)	26,492,208	*
Bruce B. Chizen (6)	251,798	*
George H. Conrades (7)	81,719	*
Hector Garcia-Molina (8)	275,469	*
Jeffrey O. Henley (9)	4,934,516	*
Mark V. Hurd (10)	23,237,371	*
Renée J. James (11)	31,426	*
Thomas Kurian (12)	10,178,002	*
Charles W. Moorman IV (13)	2,454	*
Leon E. Panetta (14)	49,219	*
William G. Parrett (15)	—	*
Edward Screven (16)	6,527,970	*
Naomi O. Seligman (17)	231,614	*
All current executive officers and directors as a group (18 persons) (18)	1,246,623,672	32.0%
Other More Than 5% Stockholders		
The Vanguard Group, 100 Vanguard Blvd., Malvern, PA 19355 (19)	213,220,375	5.6%
BlackRock, Inc., 55 East 52nd Street, New York, NY 10055 (20)	212,531,703	5.6%

* Less than 1%

- (1) Unless otherwise indicated below, each stockholder listed had sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws, if applicable.
- (2) Includes 40,062,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 305,000,000 shares pledged as collateral to secure certain personal indebtedness, including various lines of credit. See "Corporate Governance—Prohibition on Speculative Transactions and Pledging Policy" on page 19 for more information on Board and committee oversight of Mr. Ellison's pledging arrangements.
- (3) Includes 5,000 shares owned by Mr. Berg's spouse, 94,174 shares held in a trust for the benefit of Mr. Berg and his family, 86,283 held in a grantor retained annuity trust for the benefit of Mr. Berg and his family and 279,375 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (4) Includes 438,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (5) Includes 25,562,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (6) Includes 5,000 shares held in a trust for the benefit of Mr. Chizen and his spouse and 213,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (7) Includes 61,875 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (8) Includes 249,375 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.

- (9) Includes 1,800,569 shares held in trust for the benefit of Mr. Henley and his spouse, 31,000 shares held in trust for the benefit of Mr. Henley's children, and 102,947 shares held by the J&J Family Foundation, and 3,000,000 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (10) Includes 22,562,500 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (11) Includes 4,687 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (12) Includes 8,895,700 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 1,259,319 earned PSUs (including accrued dividend equivalents) for which Mr. Kurian elected to defer settlement.
- (13) Mr. Moorman joined the Board on May 9, 2018. He has been granted RSUs, none of which have vested or will vest within 60 days of the record date.
- (14) Includes 28,125 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (15) Mr. Parrett joined the Board on May 9, 2018. He has been granted RSUs, none of which have vested or will vest within 60 days of the record date.
- (16) Includes 4,300,000 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and 15,625 RSUs that will vest within 60 days of the record date.
- (17) Includes 7,397 shares owned by Ms. Seligman's spouse of which she disclaims beneficial ownership and 196,875 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date.
- (18) Includes all shares described in the notes above. Also Includes (a) 119,963 additional shares of Oracle common stock, (b) 1,643,750 shares subject to currently exercisable stock options or stock options exercisable within 60 days of the record date and (c) 12,500 RSUs that will vest within 60 days of the record date, in each case held by executive officers who are not named in the table.
- (19) Based on a Schedule 13G filed with the SEC on February 9, 2018 by The Vanguard Group (Vanguard) on behalf of itself, Vanguard Fiduciary Trust Company and Vanguard Investments Australia, Ltd. The Schedule 13G indicates that as of December 31, 2017, Vanguard had sole voting power with respect to 4,265,460 shares, shared voting power with respect to 707,510 shares, sole dispositive power with respect to 208,358,139 shares, and shared dispositive power with respect to 4,862,236 shares
- (20) Based on a Schedule 13G filed with the SEC on February 8, 2018 by BlackRock, Inc. (BlackRock), on behalf of itself, BlackRock Life Limited, BlackRock International Limited, BlackRock Advisors, LLC, BlackRock Capital Management, Inc., BlackRock (Netherlands) B.V., BlackRock Institutional Trust Company, N.A., BlackRock Asset Management Ireland Limited, BlackRock Financial Management, Inc., BlackRock Japan Co., Ltd., BlackRock Asset Management Schweiz AG, BlackRock Investment Management, LLC, FutureAdvisor, Inc., BlackRock Investment Management (UK) Limited, BlackRock Asset Management Canada Limited, BlackRock Asset Management Deutschland AG, BlackRock (Luxembourg) S.A., BlackRock Investment Management (Australia) Limited, BlackRock Advisors (UK) Limited, BlackRock Fund Advisors, BlackRock Asset Management North Asia Limited, BlackRock (Singapore) Limited, BlackRock Fund Managers Ltd. The Schedule 13G indicates that as of December 31, 2017, BlackRock had sole voting power with respect to 184,169,803 shares and sole dispositive power with respect to 212,531,703 shares.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 (Exchange Act) requires our executive officers and directors and any persons who beneficially own more than 10% of our common stock (collectively, Reporting Persons) to file reports of ownership and changes in ownership with the SEC. Reporting Persons are required by SEC regulations to furnish us with copies of all Section 16(a) reports they file. As a matter of practice, we assist our executive officers and non-employee directors in preparing initial ownership reports and reporting ownership changes and we typically file these reports on their behalf.

Based solely on our review of the copies of any Section 16(a) forms received by us or written representations from the Reporting Persons, we believe that all Reporting Persons complied with all applicable filing requirements in fiscal 2018.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K



**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended May 31, 2018

OR



**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-35992

Oracle Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

**500 Oracle Parkway
Redwood City, California**
(Address of principal executive offices)

54-2185193
(I.R.S. Employer
Identification No.)

94065
(Zip Code)

(650) 506-7000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	New York Stock Exchange
2.25% senior notes due January 2021	New York Stock Exchange
3.125% senior notes due July 2025	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant was \$142,975,778,000 based on the number of shares held by non-affiliates of the registrant as of May 31, 2018, and based on the closing sale price of common stock as reported by the New York Stock Exchange on November 30, 2017, which is the last business day of the registrant's most recently completed second fiscal quarter. This calculation does not reflect a determination that persons are affiliates for any other purposes.

Number of shares of common stock outstanding as of June 15, 2018: 3,981,155,000.

Documents Incorporated by Reference:

Portions of the registrant's definitive proxy statement relating to its 2018 annual stockholders' meeting are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud operations and administrative and other functions. Our headquarters facility consists of approximately 2.1 million square feet in Redwood City, California, substantially all of which we own. We also own or lease other facilities for current use consisting of approximately 26.8 million square feet in various other locations in the United States and abroad. Approximately 3.0 million square feet, or 10%, of our total owned and leased space is sublet or is being actively marketed for sublease or disposition. We lease our principal internal manufacturing facility for our hardware products in Hillsboro, Oregon. Our cloud operations deliver our Oracle Cloud Services through the use of global data centers including those that we own and operate and those that we utilize through colocation suppliers. We believe that our facilities are in good condition and suitable for the conduct of our business.

Item 3. Legal Proceedings

The material set forth in Note 14 (pertaining to information regarding contingencies related to our income taxes) and Note 17 (pertaining to information regarding legal contingencies) of Notes to Consolidated Financial Statements in Item 15 of this Annual Report on Form 10-K is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

16. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period, plus the dilutive effect of outstanding restricted stock-based awards, stock options, and shares issuable under the employee stock purchase plan using the treasury stock method. The following table sets forth the computation of basic and diluted earnings per share:

(In millions, except per share data)	Year Ended May 31,		
	2018	2017	2016
Net income	\$ 3,825	\$ 9,335	\$ 8,901
Weighted average common shares outstanding	4,121	4,115	4,221
Dilutive effect of employee stock plans	117	102	84
Dilutive weighted average common shares outstanding	4,238	4,217	4,305
Basic earnings per share	\$ 0.93	\$ 2.27	\$ 2.11
Diluted earnings per share	\$ 0.90	\$ 2.21	\$ 2.07
Shares subject to anti-dilutive restricted stock-based awards and stock options excluded from calculation ⁽¹⁾	64	74	63

⁽¹⁾ These weighted shares relate to anti-dilutive restricted stock-based awards and stock options as calculated using the treasury stock method and contingently issuable shares under PSO and PSU agreements. Such shares could be dilutive in the future. See Note 13 for information regarding the exercise prices of our outstanding, unexercised stock options.

17. LEGAL PROCEEDINGS

Hewlett-Packard Company Litigation

On June 15, 2011, Hewlett-Packard Company, now Hewlett Packard Enterprise Company (HP), filed a complaint in the California Superior Court, County of Santa Clara against Oracle Corporation alleging numerous causes of action including breach of contract, breach of the covenant of good faith and fair dealing, defamation, intentional interference with prospective economic advantage, and violation of the California Unfair Business Practices Act. The complaint alleged that when Oracle announced on March 22 and 23, 2011 that it would no longer develop future versions of its software to run on HP's Itanium-based servers, it breached a settlement agreement signed on September 20, 2010 between HP and Mark Hurd (the Hurd Settlement Agreement), who is our Chief Executive Officer and was both HP's former chief executive officer and chairman of HP's board of directors. HP sought a judicial declaration of the parties' rights and obligations under the Hurd Settlement Agreement and other equitable and monetary relief.

Oracle answered the complaint and filed a cross-complaint, which was amended on December 2, 2011. The amended cross-complaint alleged claims including violation of the Lanham Act. Oracle alleged that HP had secretly agreed to pay Intel to continue to develop and manufacture the Itanium microprocessor, and had misrepresented to customers that the Itanium microprocessor had a long roadmap, among other claims. Oracle sought equitable rescission of the Hurd Settlement Agreement, and other equitable and monetary relief.

The court bifurcated the trial and tried HP's causes of action for declaratory relief and promissory estoppel without a jury in June 2012. The court issued a final statement of decision on August 28, 2012, finding that the Hurd Settlement Agreement required Oracle to continue to develop certain of its software products for use on HP's Itanium-based servers and to port such products at no cost to HP for as long as HP sells those servers (the Phase One Ruling). A jury trial began on May 23, 2016. On June 30, 2016, the jury returned a verdict in favor of HP on its claims for breach of contract and breach of the implied covenant of good faith and fair dealing and

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS---(Continued)
May 31, 2018

against Oracle on its claim for violation of the Lanham Act (the Phase Two Jury Verdict). The jury awarded HP damages in the amount of \$3.0 billion, and HP is entitled to post-judgment interest on this award. On August 30, 2016, the court denied HP's motion for pre-judgment interest. Judgment was entered on October 20, 2016. Oracle posted certain court-mandated surety bonds with the court in order to proceed with its motion for a new trial and entered into related indemnification agreements with each of the surety bond issuing companies. Oracle filed a motion for a new trial on November 14, 2016, which was denied.

Oracle filed its notice of appeal on January 17, 2017, specifying that it was appealing the trial court's Phase One Ruling and Phase Two Jury Verdict. On February 2, 2017, HP filed a notice of appeal of the trial court's denial of pre-judgment interest. No amounts have been paid or recorded to our results of operations either prior to or subsequent to the Phase One Ruling or Phase Two Jury Verdict. We continue to believe that we have meritorious defenses against HP's claims, and we intend to present these defenses to the appellate court. Among the arguments we expect to make on appeal are the following: the trial court misapplied fundamental principles of contract law and misinterpreted the Hurd Settlement Agreement, including by disregarding the context of the Hurd Settlement Agreement and the evidence of the parties' mutual intentions; that HP's breach of contract claim should fail as a matter of law because HP does not claim and did not prove that Oracle failed to deliver any software under the trial court's interpretation of the contract; that awarding HP both damages for breach of the Hurd Settlement Agreement and specific performance of that agreement constitutes an improper double recovery; and that the damages award is excessive, unsupported by the evidence, and contrary to law. We cannot currently estimate a reasonably possible range of loss for this action due to the complexities and uncertainty surrounding the appeal process and the nature of the claims. Litigation is inherently unpredictable, and the outcome of the appeal process related to this action is uncertain. It is possible that the resolution of this action could have a material impact to our future cash flows and results of operations.

Derivative Litigation

On May 3, 2017, a stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware. The derivative suit is brought by an alleged stockholder of Oracle, purportedly on Oracle's behalf, against Oracle, our Chairman of the Board of Directors and Chief Technology Officer in his capacities as a director, officer and an alleged controlling stockholder, one of our Chief Executive Officers (who is also a director), three other directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite Inc. (NetSuite) at an excessive price. Plaintiff seeks declaratory relief, an order rescinding or reforming the NetSuite transaction, unspecified monetary damages (including interest), attorneys' fees and costs, and disgorgement of various unspecified profits, fees, compensation, and benefits.

On July 18, 2017, a second stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware, brought by another alleged stockholder of Oracle, purportedly on Oracle's behalf. The suit is brought against all current members and one former member of our Board of Directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite at an excessive price. Plaintiff seeks declaratory relief, unspecified monetary damages (including interest), and attorneys' fees and costs.

On August 9, 2017, the court consolidated the two derivative cases. In a September 7, 2017 order, the court appointed plaintiff's counsel in the second case as lead plaintiffs' counsel and designated the July 18, 2017 complaint as the operative complaint. The defendants filed a motion to dismiss on October 27, 2017, and after briefing and argument, the court denied this motion on March 19, 2018. The parties stipulated that all of the individual defendants, except for our Chief Technology Officer and one of our Chief Executive Officers, should be dismissed from this case without prejudice, and on March 28, 2018, the court approved this stipulation. On May 4, 2018, the remaining defendants answered plaintiff's complaint.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

On May 4, 2018, the Board of Directors established a Special Litigation Committee (the SLC) to investigate the allegations in this derivative action. Three outside directors serve on the SLC.

While Oracle continues to evaluate these claims, we do not believe this litigation will have a material impact on our financial position or results of operations.

Other Litigation

We are party to various other legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business, including proceedings and claims that relate to acquisitions we have completed or to companies we have acquired or are attempting to acquire. While the outcome of these matters cannot be predicted with certainty, we do not believe that the outcome of any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: February 4, 2019

1) Proposer's Legal Name: Oracle America, Inc.

2) Address of Place of Business: 500 Oracle Parkway, Redwood Shores, CA 94065

List all other business addresses used within last five years:

3) Mailing Address (if different): It is not different.

Phone : 650-506-7000

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud

Does the business own or rent its facilities? operations and administrative and other functions.

4) Dun and Bradstreet number: 620827688

5) Federal I.D. Number: 94-2805249

8) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes X No ____ If Yes, please provide details: Oracle has numerous offices around the world and occasionally may share buildings with other companies.

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: Oracle America, Inc. has subsidiaries.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details. Oracle America, Inc. has shareholders.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

***Please see Addendum #1**

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

***Please see Addendum #1**

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____

***Please see Addendum #1**

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ____ No X If Yes, provide details for each such charge. _____

***Please see Addendum #1**

b) Any misdemeanor charge pending? Yes ____ No X If Yes, provide details for each such charge. _____

***Please see Addendum #1**

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ____ No X

If Yes, provide details for each such conviction _____

***Please see Addendum #1**

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

Yes ____ No X If Yes, provide details for each such conviction. _____

***Please see Addendum #1**

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

***Please see Addendum #1**

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

***Please see Addendum #1**

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Oracle operates numerous facilities in multiple jurisdictions which may levy water and sewer charges. A comprehensive review of all such charges was not performed for the purposes of this form.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Vendor is not clear how County defines "material financial relationships;" however Vendor is not currently aware of any material financial relationships of Vendor or its Officers and Directors that would constitute a conflict as it pertains to Oracle's provisions of products/services under the relevant contract.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Vendor is not clear how County defines "family relationship". Vendor does not require candidates to disclose family relationships upon hire. Vendor is not currently aware of any family relationships that would constitute a conflict as it pertains to Oracle's provision of products/services under the relevant contract.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

To the best of Vendor's knowledge at this time, no such conflict exists as it pertains to Vendor's provision of products/services under the relevant contract.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Vendor has internal policies and processes designed to identify and prevent conflicts of interest with customers.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; September 17, 1986
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Indirectly wholly owned by Oracle Corporation
 - iii) Name, address and position of all officers and directors of the company; Please see Addendum #2
 - iv) State of incorporation (if applicable); Delaware
 - v) The number of employees in the firm; As of May 31, 2017, 138,802 full time employees.
 - vi) Annual revenue of firm; As of May 31, 2017, 138,802 full time employees.
 - vii) Summary of relevant accomplishments Oracle provides products and services that address all aspects of corporate information technology (IT) environments.
 - viii) Copies of all state and local licenses and permits. Oracle America, Inc. does not hold a business license with the state or any local jurisdictions in New York.
- B. Indicate number of years in business. Oracle America, Inc. is a wholly owned subsidiary of Oracle Corporation (Oracle). Founded June 1977.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. None
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work. Oracle is very sensitive to the time and effort our existing and prospective customers expend in handling reference calls. Further, Oracle maintains contractual confidentiality and/or "no publicity" standards with all of our customers that may prohibit our disclosing customer information. Accordingly, Oracle is submitting this Business History Form without customer references.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

Addendum #1 to Business History Form

Generally, unless otherwise stated by the respondent, all responses to this questionnaire are limited to the best of the respondent's knowledge and to Oracle America, Inc. ("Oracle"), and the acts or omissions of any acquired companies only after the date of the acquisition

Questions 10 - 13;

Oracle is subject to various legal proceedings and claims, either asserted or un-asserted, which arise in the ordinary course of business. While the outcome of these claims cannot be predicted with certainty, management does not believe that the outcome of any of these legal matters will have a material adverse effect on our financial position or our ability to provide the proposed services.

Questions 14 & 15;

No, with the following exceptions/explanations. Oracle limits the scope of its responses to the corporation and its Section 16 officers and the scope of its business. Furthermore, Oracle's responses are limited to such officers during the time of their employment with Oracle and as it relates to the conduct of Oracle business, as this is the only knowledge we would have related to such inquiries. We take exception to the term "managerial employee(s)" as Oracle limits the scope of its responses to the corporation and its Section 16 officers and the scope of its business. Further, we object to clause (b) related to misdemeanors. We have no knowledge of this as a misdemeanor may be a traffic ticket and if it is pending it may be dismissed

Addendum #2 to Business History Form

Question A. iii) All Directors and Officers of Oracle America, Inc.:

Name	Position(s)
Safra Catz	Director / Chief Executive Officer
Dorian Daley	Director / Executive Vice President / General Counsel / Secretary
Mark Hurd	Chief Executive Officer
Lawrence Ellison	Chief Technology Officer
Douglas Kehring	Executive Vice President
William Corey West	Executive Vice President / Corporate Controller / Chief Accounting Officer
Gregory Hilbrich	Senior Vice President, Taxation / Treasurer
Brian S. Higgins	Vice President / Assistant Secretary
Edward Paterson	Vice President / Assistant Treasurer
Jacklyn Park	Assistant Secretary
Kimberly Woolley	Assistant Secretary
Edward Screven	Chief Corporate Architect

The address of all above officers and directors is the following:

500 Oracle Parkway
Redwood Shores, CA 94065


Generally, unless otherwise stated by the respondent, all responses to this questionnaire are limited to the best of the respondent's knowledge and to Oracle America, Inc. ("Oracle"), and the acts or omissions of any acquired companies only after the date of the acquisition.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Downs Deering, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5th day of March 2019



Notary Public



Name of submitting business: Oracle America, Inc.

By: Downs Deering

Print name


Signature

SVP NAA Oracle Digital

Title

3 / 5 / 2019
Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Oracle America, Inc.

Address: 1900 Oracle Way

City, State and Zip Code: Reston, VA 20190-4733

2. Entity's Vendor Identification Number: 94-2805249

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please refer to Oracle's most current Annual Report on Form 10-K for certain information
known to Oracle as of the date of writing such 10-K. Oracle's Form 10-K can be found attached
and at the following site: <http://investor.oracle.com/financial-reporting/sec-fillings/default.aspx>.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Oracle America, Inc. is an indirect, wholly-owned subsidiary of Oracle Corporation, a publicly
traded corporation with thousands of shareholders. For more detailed ownership information,
please see Oracle Corporation's most recent 10-K which is attached and also publicly available

online at: <http://investor.oracle.com/financial-reporting/sec-filings/default.aspx>

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Oracle America, Inc. is an indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

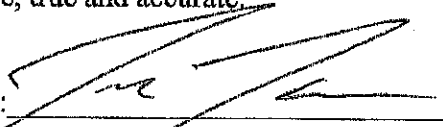
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/5/2019

Signed: 

Print Name: Downs Deering

Title: SVP NAA Oracle Digital

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K



**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended May 31, 2018

OR



**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-35992

Oracle Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

500 Oracle Parkway

Redwood City, California

(Address of principal executive offices)

54-2185193

(I.R.S. Employer
Identification No.)

94065

(Zip Code)

(650) 506-7000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	New York Stock Exchange
2.25% senior notes due January 2021	New York Stock Exchange
3.125% senior notes due July 2025	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant was \$142,975,778,000 based on the number of shares held by non-affiliates of the registrant as of May 31, 2018, and based on the closing sale price of common stock as reported by the New York Stock Exchange on November 30, 2017, which is the last business day of the registrant's most recently completed second fiscal quarter. This calculation does not reflect a determination that persons are affiliates for any other purposes.

Number of shares of common stock outstanding as of June 15, 2018: 3,981,155,000.

Documents Incorporated by Reference:

Portions of the registrant's definitive proxy statement relating to its 2018 annual stockholders' meeting are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our properties consist of owned and leased office facilities for sales, support, research and development, services, manufacturing, cloud operations and administrative and other functions. Our headquarters facility consists of approximately 2.1 million square feet in Redwood City, California, substantially all of which we own. We also own or lease other facilities for current use consisting of approximately 26.8 million square feet in various other locations in the United States and abroad. Approximately 3.0 million square feet, or 10%, of our total owned and leased space is sublet or is being actively marketed for sublease or disposition. We lease our principal internal manufacturing facility for our hardware products in Hillsboro, Oregon. Our cloud operations deliver our Oracle Cloud Services through the use of global data centers including those that we own and operate and those that we utilize through colocation suppliers. We believe that our facilities are in good condition and suitable for the conduct of our business.

Item 3. Legal Proceedings

The material set forth in Note 14 (pertaining to information regarding contingencies related to our income taxes) and Note 17 (pertaining to information regarding legal contingencies) of Notes to Consolidated Financial Statements in Item 15 of this Annual Report on Form 10-K is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

16. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period, plus the dilutive effect of outstanding restricted stock-based awards, stock options, and shares issuable under the employee stock purchase plan using the treasury stock method. The following table sets forth the computation of basic and diluted earnings per share:

(In millions, except per share data)	Year Ended May 31,		
	2018	2017	2016
Net income	\$ 3,825	\$ 9,335	\$ 8,901
Weighted average common shares outstanding	4,121	4,115	4,221
Dilutive effect of employee stock plans	117	102	84
Dilutive weighted average common shares outstanding	4,238	4,217	4,305
Basic earnings per share	\$ 0.93	\$ 2.27	\$ 2.11
Diluted earnings per share	\$ 0.90	\$ 2.21	\$ 2.07
Shares subject to anti-dilutive restricted stock-based awards and stock options excluded from calculation ⁽¹⁾	64	74	63

⁽¹⁾ These weighted shares relate to anti-dilutive restricted stock-based awards and stock options as calculated using the treasury stock method and contingently issuable shares under PSO and PSU agreements. Such shares could be dilutive in the future. See Note 13 for information regarding the exercise prices of our outstanding, unexercised stock options.

17. LEGAL PROCEEDINGS

Hewlett-Packard Company Litigation

On June 15, 2011, Hewlett-Packard Company, now Hewlett Packard Enterprise Company (HP), filed a complaint in the California Superior Court, County of Santa Clara against Oracle Corporation alleging numerous causes of action including breach of contract, breach of the covenant of good faith and fair dealing, defamation, intentional interference with prospective economic advantage, and violation of the California Unfair Business Practices Act. The complaint alleged that when Oracle announced on March 22 and 23, 2011 that it would no longer develop future versions of its software to run on HP's Itanium-based servers, it breached a settlement agreement signed on September 20, 2010 between HP and Mark Hurd (the Hurd Settlement Agreement), who is our Chief Executive Officer and was both HP's former chief executive officer and chairman of HP's board of directors. HP sought a judicial declaration of the parties' rights and obligations under the Hurd Settlement Agreement and other equitable and monetary relief.

Oracle answered the complaint and filed a cross-complaint, which was amended on December 2, 2011. The amended cross-complaint alleged claims including violation of the Lanham Act. Oracle alleged that HP had secretly agreed to pay Intel to continue to develop and manufacture the Itanium microprocessor, and had misrepresented to customers that the Itanium microprocessor had a long roadmap, among other claims. Oracle sought equitable rescission of the Hurd Settlement Agreement, and other equitable and monetary relief.

The court bifurcated the trial and tried HP's causes of action for declaratory relief and promissory estoppel without a jury in June 2012. The court issued a final statement of decision on August 28, 2012, finding that the Hurd Settlement Agreement required Oracle to continue to develop certain of its software products for use on HP's Itanium-based servers and to port such products at no cost to HP for as long as HP sells those servers (the Phase One Ruling). A jury trial began on May 23, 2016. On June 30, 2016, the jury returned a verdict in favor of HP on its claims for breach of contract and breach of the implied covenant of good faith and fair dealing and

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

against Oracle on its claim for violation of the Lanham Act (the Phase Two Jury Verdict). The jury awarded HP damages in the amount of \$3.0 billion, and HP is entitled to post-judgment interest on this award. On August 30, 2016, the court denied HP's motion for pre-judgment interest. Judgment was entered on October 20, 2016. Oracle posted certain court-mandated surety bonds with the court in order to proceed with its motion for a new trial and entered into related indemnification agreements with each of the surety bond issuing companies. Oracle filed a motion for a new trial on November 14, 2016, which was denied.

Oracle filed its notice of appeal on January 17, 2017, specifying that it was appealing the trial court's Phase One Ruling and Phase Two Jury Verdict. On February 2, 2017, HP filed a notice of appeal of the trial court's denial of pre-judgment interest. No amounts have been paid or recorded to our results of operations either prior to or subsequent to the Phase One Ruling or Phase Two Jury Verdict. We continue to believe that we have meritorious defenses against HP's claims, and we intend to present these defenses to the appellate court. Among the arguments we expect to make on appeal are the following: the trial court misapplied fundamental principles of contract law and misinterpreted the Hurd Settlement Agreement, including by disregarding the context of the Hurd Settlement Agreement and the evidence of the parties' mutual intentions; that HP's breach of contract claim should fail as a matter of law because HP does not claim and did not prove that Oracle failed to deliver any software under the trial court's interpretation of the contract; that awarding HP both damages for breach of the Hurd Settlement Agreement and specific performance of that agreement constitutes an improper double recovery; and that the damages award is excessive, unsupported by the evidence, and contrary to law. We cannot currently estimate a reasonably possible range of loss for this action due to the complexities and uncertainty surrounding the appeal process and the nature of the claims. Litigation is inherently unpredictable, and the outcome of the appeal process related to this action is uncertain. It is possible that the resolution of this action could have a material impact to our future cash flows and results of operations.

Derivative Litigation

On May 3, 2017, a stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware. The derivative suit is brought by an alleged stockholder of Oracle, purportedly on Oracle's behalf, against Oracle, our Chairman of the Board of Directors and Chief Technology Officer in his capacities as a director, officer and an alleged controlling stockholder, one of our Chief Executive Officers (who is also a director), three other directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite Inc. (NetSuite) at an excessive price. Plaintiff seeks declaratory relief, an order rescinding or reforming the NetSuite transaction, unspecified monetary damages (including interest), attorneys' fees and costs, and disgorgement of various unspecified profits, fees, compensation, and benefits.

On July 18, 2017, a second stockholder derivative lawsuit was filed in the Court of Chancery of the State of Delaware, brought by another alleged stockholder of Oracle, purportedly on Oracle's behalf. The suit is brought against all current members and one former member of our Board of Directors, and Oracle as a nominal defendant. Plaintiff alleges that the defendants breached their fiduciary duties by causing Oracle to agree to purchase NetSuite at an excessive price. Plaintiff seeks declaratory relief, unspecified monetary damages (including interest), and attorneys' fees and costs.

On August 9, 2017, the court consolidated the two derivative cases. In a September 7, 2017 order, the court appointed plaintiff's counsel in the second case as lead plaintiffs' counsel and designated the July 18, 2017 complaint as the operative complaint. The defendants filed a motion to dismiss on October 27, 2017, and after briefing and argument, the court denied this motion on March 19, 2018. The parties stipulated that all of the individual defendants, except for our Chief Technology Officer and one of our Chief Executive Officers, should be dismissed from this case without prejudice, and on March 28, 2018, the court approved this stipulation. On May 4, 2018, the remaining defendants answered plaintiff's complaint.

ORACLE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
May 31, 2018

On May 4, 2018, the Board of Directors established a Special Litigation Committee (the SLC) to investigate the allegations in this derivative action. Three outside directors serve on the SLC.

While Oracle continues to evaluate these claims, we do not believe this litigation will have a material impact on our financial position or results of operations.

Other Litigation

We are party to various other legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business, including proceedings and claims that relate to acquisitions we have completed or to companies we have acquired or are attempting to acquire. While the outcome of these matters cannot be predicted with certainty, we do not believe that the outcome of any of these matters, individually or in the aggregate, will result in losses that are materially in excess of amounts already recognized, if any.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having offices located at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Oracle America, Inc.(as successor in interest to Oracle USA, Inc.), a Delaware corporation, having its principal office at 500 Oracle Parkway, Redwood Shores, California 94065 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFTT09000001 between the County and the Contractor, executed on behalf of the County on May 29, 2009, and amended thereafter February 10, 2015, (the "Original Agreement"), the Contractor performs maintenance and support services for the County in connection with the County's Enterprise Resource Planning ("ERP") software, which services are more fully described in the Original Agreement (the "Services" or "Technical Support Services"); and

WHEREAS, the term of the Original Agreement, for the purpose of annual renewal of Technical Support and Maintenance for ERP software purchased under the Original Agreement as amended, is until May 31, 2019, (the "Term"); and

WHEREAS, the Maximum Amount, as defined in the Original Agreement, that the County agreed to pay the Contractor for Services is One Million, Seven Hundred and Twenty-Six Thousand, Two Hundred and Ninety-One Dollars and Seventy-Five Cents (\$1,726,291.75); and

WHEREAS, the Original Agreement provides for renewal of Technical Support and Maintenance pursuant to an ordering process as outlined in the Original Agreement; and

WHEREAS, County and the Contractor desire to amend the Original Agreement to increase the Maximum Amount to provide funding for additional licenses and future technical support services.

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Technical Support and Maintenance. The Technical Support and Maintenance shall be renewed until May 31, 2024, for the purpose supporting the ERP software purchased under the Original Agreement, unless sooner terminated as provided for in the Original Agreement.

2. Licenses. County shall purchase additional software licenses as outlined in Contractor's Order Document attached hereto as Attachment A. Future additional licenses may be purchased based on County's needs pursuant to an agreed-upon ordering document executed during the Term of the Original Agreement, as amended herein.
3. Payment. (a) The Maximum Amount shall be increased by **Two Million, Fifteen Thousand, Nine Hundred and Twenty-Seven Dollars and Twenty Cents (\$2,015,927.20)** to total **Three Million, Seven Hundred and Forty-Two Thousand, Two Hundred and Eighteen Dollars and Ninety- Five Cents (\$3,742,218.95)**, payable based on: (i) number of years of renewals as outlined below; and ii) for additional license increments as described in Attachment A; and (iii) for additional licenses as may be ordered by the County in accordance with the Original Agreement and this Amendment; provided, however, that County acknowledges and agrees that any additional licenses shall be purchased at agreed-upon terms and pricing, and in the event agreed-upon pricing for such additional licenses exceeds the Maximum Amount allocated here, County will increase the Maximum Amount prior to entering into any ordering document to fund the purchase of such additional license.

Year of Maintenance	Annual Maintenance	Total Cost of Maintenance
June 1, 2019- May 31, 2020	\$361,344.47	\$361,344.47
June 1, 2020- May 31, 2021	\$368,571.36	\$729,915.83
June 1, 2021- May 31, 2022	\$375,942.78	\$1,105,858.61
June 1, 2022- May 31, 2023	\$383,461.64	\$1,489,320.25
June 1, 2023- May 31, 2024	391,130.87	\$1,880,451.12

(b) Partial Encumbrance. The Contractor understands that only Four Hundred Fifty Thousand, Five Hundred and Forty-Nine Dollars and Thirty-Two Cents (\$450,549.32) for licenses and Technical Support and Maintenance is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller. Contractor shall have no obligation to perform any services should the County fail to encumber sufficient funds to pay for said services, and Contractor shall have the right to cease support upon County's failure to encumber such funds. Contractor shall work and cooperate with the County to allow County to take reasonable actions necessary to resolve funding matters and minimize interruption to services.

(c) Payments will be made in accordance with the terms set forth in the Original Agreement.

4. Compliance with Law. The "Compliance with Law", Paragraph 8 of the Original Agreement is hereby modified to include the following two additional new sub-sections:

g. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

h. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term of this agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

Oracle America Inc.

By: 

Name: Teresa Lynn Gentile

Title: Team Lead, Deal Specialist

Date: 11-MAR-2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

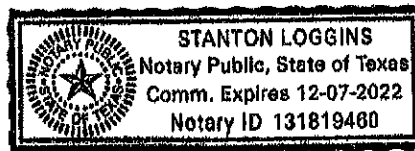
STATE OF TEXAS

)
) ss.:

COUNTY OF BEXAR)

On the 11th day of March in the year 2019 before me personally came
Teresa-Lynn Gentile to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Bexar; that he or she is the Team Lead, Deal Specialist of
Oracle America, Inc., the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.

NOTARY PUBLIC



A handwritten signature in black ink, appearing to read 'Stanton Loggins', written over a horizontal line.

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came
_____ to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of _____; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC

Attachment A

ORACLE

ORDERING DOCUMENT

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065

Your Name NASSAU COUNTY Your Location 99 Grumman Rd W Bethpage NY 11714	Your Contact Vandana Manucha Phone Number 5165714200 Email Address vmanucha@nassaucounty.gov	
--	---	--

Programs and Program-Related Service Offerings		
Enterprise Programs		
Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	2910	13,248.74
Software Update License & Support		2,914.72
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	2910	16,113.33
Software Update License & Support		3,544.93
PeopleSoft Enterprise Absence Management - Enterprise Perpetual	2910	3,723.97
Software Update License & Support		819.27
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	2910	7,877.63
Software Update License & Support		1,733.08
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee 2910 Perpetual		5,371.11
Software Update License & Support		1,181.64
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	2910	7519.56
Software Update License & Support		1,654.30
PeopleSoft Enterprise Benefits Administration - Enterprise Perpetual	2910	6,087.26
Software Update License & Support		1,339.20
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	2910	2,506.52
Software Update License & Support		551.43
PeopleSoft Enterprise Enterprise Learning Management - Employee Perpetual	2910	7,519.56
Software Update License & Support		1,654.30
PeopleSoft Enterprise Workforce Rewards - Enterprise Employee 2910 Perpetual		1,217.45
Software Update License & Support		267.84
PeopleSoft Enterprise Workforce Scorecard - Enterprise Perpetual	2910	1,074.22
Software Update License & Support		236.33
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	2910	859.38
Software Update License & Support		189.06
Program and Program-Related Service Offerings Fees		89,204.83

Fee Description	Net Fee
Program Fees	73,118.73
Program-Related Service Offerings Fees	16,086.10
Total Fees	89,204.83



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437163
SAN FRANCISCO, CA 94104

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC# 19445
INSURER B: Safety National Casualty Corp.	16105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

CN101765516-MAX-GAWU-18-19

INSURED
ORACLE CORPORATION
ORACLE AMERICA, INC.
500 ORACLE PARKWAY
REDWOOD CITY, CA 94065

COVERAGES CERTIFICATE NUMBER: SEA-003279911-40 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	GL4788835	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA7742354 (AOS) CA7742355 (MA)	08/01/2018 08/01/2018	08/01/2019 08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	LDM0500082 (AOS) PS0500061 (WI)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

NASSAU COUNTY
160 OLD COUNTRY ROAD
MINEOLA, NY 11601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Leanna Peppercom

Leanna Peppercom

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Contract ID#: CFIT09000001



Department: Information Technology

CF (Capital)

Contract Details

E-89-09 CF

NIFS ID #: CFIT09000001

NIFS Entry Date: 05/01/09

SERVICE ERP System

Term: from 05/29/09 execution to 05/28/10 completion of services.

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Name Oracle USA, Inc.	Vendor ID# 942871189- 01
Address 500 Oracle Parkway Redwood Shores, CA 94065	Contact Person: Stephen H. Bobarakis
	Phone (212) 520-9027

Department Contact Keith Hill	****Please return final, completed contract to Peggy Brown
Address 240 Old Country Road, Room 613 Mineola, NY 11501	
Phone (516) 571-4150	

Routing Slip

Department	NIFS Entry (Dept) NIFS Appl (Dept. Head) Contractor Registered	
DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/> 5/1/09
OMB	Contractor Registered NIFS Approval	<input checked="" type="checkbox"/> 5/1/09
5/5/09 County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 5/6/09
County Attorney	CA Approval as to form	<input type="checkbox"/> 5/1/09
5/7/09 Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 5/1/09
County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 5/1/09
5/29/09 Comptroller	NIFS Approval	<input type="checkbox"/> 5/29/09
County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 5/29/09

Contract ID#: CFIT09000001Department: Information Technology

Contract Summary

Description:

Software to replace the County's major systems that include the enterprise-wide financial system (NIFS) and the human resources management system (NUHRS.) Additional capabilities include inventory, grants and contract management; performance and program management, and a planning and budget module.

Purpose:

Information Technology plans to address both the business and technology needs of the County (enterprise) through the implementation of an Enterprise Resource Planning solution. The following are the major business objectives of the ERP project: 1) Replace the current financial system; 2) Replace the current human resources management system; 3) Address business requirements of County departments and agencies by reviewing and improving processes and procedures; 4) provide employees, retirees, and fiduciaries with self-service features for improved administration and management of payroll, time and attendance, benefit, and retirement information; 5) Provide business units, and specifically system users and functional managers, with the necessary technology tools and data to support their business mission.

Method of Procurement:

Request For Proposal, IT-0303-0807, issued in March of 2008.

Procurement History:

Vendor proposals were received in April 2008. A selection committee reviewed proposals, conducted both a Best And Final Offer and a Best And Final Revised Offer during the review and evaluation process.

Description of General Provisions:

This contract is to license the selected Oracle/PeopleSoft system.

Impact on Funding / Price Analysis:

Funding has been allocated from capital project 97109, NIFS Upgrade/ERP System

Change in Contract from Prior Procurement:

N/A

Recommendation:

Approve as submitted.

Advisement Information

Fund:	PW
Control:	CAP
Resp:	97109
Object:	00005
Transaction:	

% Increase	
% Decrease	

Revenue Contract	<input type="checkbox"/>	
County		\$1,987,814.67
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$1,987,814.67

①	PWCAPCAP/00005/97109/000	\$1,987,814.67
2		\$
3		\$
4	APPROVED: <i>[Signature]</i> 5/6/09	\$
5		\$
	INSURANCE SECTION	(DATE)
		\$
	TOTAL	\$1,987,814.67

Document Prepared By: _____

Contract ID#: CFIT09000001



Department: Information Technology

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <u>[Signature]</u>	
Name <u>BN</u>		Name <u>CFIT09000001</u>		Date <u>5/29/09</u>	
Date <u>5/29/09</u>		Date <u>[Signature]</u>		E #: (For Office Use Only)	

Zecca, Susan P

From: Checca, Robert
Sent: Wednesday, May 27, 2009 2:09 PM
To: Zecca, Susan P
Cc: Gordon, Susan L; Misra, Manjit C
Subject: RE: Oracle Contract CFIT09000001

Sue,

Glad we had the chance to review the agreement this morning and resolve several of these items. I agree with the update shown.

I am copying Manjit and Susan on this message so they have status.

Please let me know when the remaining issues are closed so we can get Oracle a copy of the agreement. The contract pricing remains in place only through tomorrow.

Thanks.

From: Zecca, Susan P
Sent: Wednesday, May 27, 2009 2:02 PM
To: Checca, Robert
Subject: RE: Oracle Contract CFIT09000001

Thank you for meeting with me this morning to discuss the below listed issues.
Please confirm that you agree with the responses stated below in bold red ink.
Issues 6,7,8 and 10 will be discussed with the County Attorney's Office. I'll keep you posted.

1. Please include Oracle's response to the RFP. All contracts should include the contractor's proposal. **Received and included with the contract.**
2. A maximum payable amount is required in the contract language. It cannot be presumed that the County is agreeing to pay no more than the amount being encumbered. **The maximum payable amount is \$1,987,814.67. This amount is found in the Ordering Document, which by definition (see page 2 of the agreement) "sets forth the software and/or services to be purchased, software metrics, prices, discounts, and specific terms relevant to the purchase." This maximum amount will not be exceeded unless formally amended.**
3. The amount being encumbered - \$1,987,814.67 appears to be for program license fees and support fees for the products listed in the "Ordering Document;" however, the ordering document does not provide a cost breakdown or an adequate description of what is being ordered. It is also lacking unit prices and price extensions to support the totals at the bottom of the document. **A cost breakdown cannot be provided because the pricing has been negotiated as a lump sum. It is understood that the license fee of \$1,629,356.32 will be paid in one lump sum upon full satisfactory receipt of the quantities of all products listed in the ordering document. The support fees of \$358,458.35 will be paid quarterly in arrears as stated in Section VI.**
4. The Ordering Document states that the fees are exclusive of any applicable shipping charges. If shipping charges are expected, you need to encumber for them, otherwise your encumbrance will not be sufficient for payment. If shipping charges are not expected, the clause should be changed to state that the fees are inclusive of shipping charges. **All products are being downloaded electronically, so shipping charges are not possible. The County will not be charged and will not pay shipping charges.**

5/28/2009

5. A payment clause listing the deliverables and costs is needed to summarize the amounts due and requirement for payment. **Not needed since only lump sum payments are agreed to.**
6. Section VIII A. is missing the County's requirement for a certified claim voucher.
7. The contract is also missing the section which requires departmental and Comptroller approval of a claim voucher.
8. Section VIII E. requires the County to issue a purchase order. This cannot be done as the funds are already encumbered under this County Executive approved contract. If additional funds are required, the contract should be amended. A purchase order is not used when a contract already exists. Note that purchase orders are approved by the Purchasing Department and contracts are approved by the County Executive based on the type of goods or services being ordered. (See charter sections 702 and 2206).
9. Section VI of the contract is for Technical Support and Maintenance, which is to be paid quarterly in arrears. Where is the cost for this found? Please be sure the amount required to be paid in the first year is included in the amount being encumbered. The cost for the Technical Support and Maintenance is found in the Ordering Document stated as "Oracle Programs Support Fees." The cost is a lump sum of \$358,458.35 for the first year.
10. Appendix A- "Standard Clauses for New York State Contracts" does not apply and should be removed from this agreement. Note that it requires NYS Comptroller approval for contracts that exceed \$50,000. It is not applicable to Nassau County contracts.
11. Exhibits 3 and 4 for Advanced Customer Services and Training need to be expanded to further explain the services being provided, the rates, and the County's requirements for these extras. Otherwise, these exhibits should be removed from the agreement and added by amendment when details become known. The County will not request Advanced Customer Services (ACS) or Training unless the contract is formally amended to detail the services and costs. An encumbrance would also be needed at that time.

Susan P. Zecca, Nassau County Fiscal Officer
 Nassau County Comptroller's Office
 Phone (516) 571-4945
 Fax (516) 571-2533

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♻️ Americans discard 4 million tons of office paper every year - enough to build a 12 foot-high wall of paper from New York to California. Please consider the environment before printing this e-mail

From: Zecca, Susan P
Sent: Tuesday, May 26, 2009 4:11 PM
To: Checca, Robert; Hill, Keith J; Laspina, Linda
Cc: Palmese, CariAnn
Subject: Oracle Contract CFIT09000001

I just completed my review of the Oracle Contract and find the below listed issues.

Bob, please email me after you had the chance to review the issues, and I'll call you to discuss.

My intent is not to delay the processing of this contract. However, it is important to clarify these points now because they will cause claim delays if staff does not understand the payment requirements.

Thanks.

1. Please include Oracle's response to the RFP. All contracts should include the contractor's proposal.
2. A maximum payable amount is required in the contract language. It cannot be presumed that the County is agreeing to pay no more than the amount being encumbered.
3. The amount being encumbered - \$1,987,814.67 appears to be for program license fees and support fees for the products listed in the "Ordering Document;" however, the ordering document does not provide a cost breakdown or an adequate description of what is being ordered. It is also lacking unit prices and price extensions to support the totals at the bottom of the document.

5/28/2009

4. The Ordering Document states that the fees are exclusive of any applicable shipping charges. If shipping charges are expected, you need to encumber for them, otherwise your encumbrance will not be sufficient for payment. If shipping charges are not expected, the clause should be changed to state that the fees are inclusive of shipping charges.
5. A payment clause listing the deliverables and costs is needed to summarize the amounts due and requirement for payment.
6. Section VIII A. is missing the County's requirement for a certified claim voucher.
7. The contract is also missing the section which requires departmental and Comptroller approval of a claim voucher.
8. Section VIII E. requires the County to issue a purchase order. This cannot be done as the funds are already encumbered under this County Executive approved contract. If additional funds are required, the contract should be amended. A purchase order is not used when a contract already exists. Note that purchase orders are approved by the Purchasing Department and contracts are approved by the County Executive based on the type of goods or services being ordered. (See charter sections 702 and 2206).
9. Section VI of the contract is for Technical Support and Maintenance, which is to be paid quarterly in arrears. Where is the cost for this found? Please be sure the amount required to be paid in the first year is included in the amount being encumbered.
10. Appendix A- "Standard Clauses for New York State Contracts" does not apply and should be removed from this agreement. Note that it requires NYS Comptroller approval for contracts that exceed \$50,000. It is not applicable to Nassau County contracts.
11. Exhibits 3 and 4 for Advanced Customer Services and Training need to be expanded to further explain the services being provided, the rates, and the County's requirements for these extras. Otherwise, these exhibits should be removed from the agreement and added by amendment when details become known.

Susan P. Zecca, Nassau County Fiscal Officer
 Nassau County Comptroller's Office
 Phone (516) 571-4945
 Fax (516) 571-2533

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♻️ Americans discard 4 million tons of office paper every year - enough to build a 12 foot-high wall of paper from New York to California. Please consider the environment before printing this e-mail

From: Checca, Robert
Sent: Tuesday, May 26, 2009 2:29 PM
To: Palmese, CariAnn; Zecca, Susan P; Laspina, Linda
Cc: Hill, Keith J
Subject: RE: Contracts

CariAnn -- thanks for the status. We were told the Accenture agreement had been forwarded to your office.

Linda -- please reconfirm.

Sue -- please call me with any questions regarding the Oracle agreement.

Thanks.

From: Palmese, CariAnn
Sent: Tuesday, May 26, 2009 2:26 PM
To: Checca, Robert
Cc: Laspina, Linda; Hill, Keith J; Zecca, Susan P
Subject: RE: Contracts

5/28/2009

We have not received the Accenture agreement as of today. The Oracle contract is being reviewed by Sue Z., I expect it to be approved by the end of the day unless of course she has any concerns. I will let you know as soon as the contract is encumbered and signed.

From: Laspina, Linda
Sent: Tuesday, May 26, 2009 2:17 PM
To: Palmese, CarlAnn
Cc: Checca, Robert
Subject: Contracts

CarlAnn,

I'm following up on my voicemail regarding the Oracle contract, CFIT09000001 and now also the Accenture contract, CLIT09000007. Could I please get a status?

As I mentioned in a previous email, there is an expiration on the pricing for the Oracle contract.

Thanks.

Linda LaSpina
Assistant to Commissioner of Information Technology
516-571-0455

5/28/2009

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT
OF INFORMATION TECHNOLOGY AND ORACLE USA, INC.**

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on **MAY 18 2009**

During the hearing, the following was stated:
Legislators present: **3**

WHEREAS, the County has negotiated a personal services agreement with Oracle USA, Inc. in relation to an Enterprise Resource Planning system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

Resolved, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Oracle USA, Inc.

Advisory Information

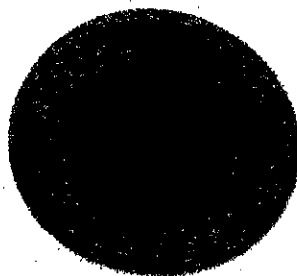
RULES RESOLUTION NO. - 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND ORACLE USA, INC.

WHEREAS, the County has negotiated a personal services agreement with Oracle USA, Inc. in relation to an Enterprise Resource Planning system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Oracle USA, Inc.

Howard S. Weitzman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME:

Oracle USA, Inc.

CONTRACTOR ADDRESS:

500 Oracle Parkway, Redwood Shores, CA
94065

FEDERAL TAX ID #:

942871189-01

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 3, 2008 [date]. Potential proposers were made aware of the availability of the RFP by all the following: [newspaper advertisement, posting on website, mailing, etc.]. 26 [#] of potential proposers requested copies of the RFP. Proposals were due on April 2, 2008 [date]. 3 [#] proposals were received and evaluated. The evaluation committee consisted of: J. Siegel, A. Sousa, M. Doxey, J. Hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G. Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Ghisone, B. Paul, C. Lott, F. Ryan, P. Reinharz, M. Wong [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

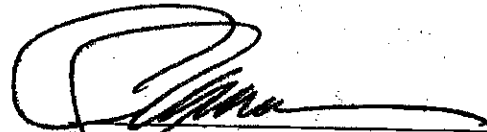
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

5/1/09

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Response to Attachments to Business History Form A. ii):

See the attached Security Ownership of Certain Beneficial Owners and Management

Response to Attachments to Business History Form A. iii):

Oracle Corporation's Directors are listed below:

- Lawrence J. Ellison, Chief Executive Officer
- Jeffrey Henley, Chairman of the Board
- Safra A. Catz, President & Chief Financial Officer
- Charles E. Phillips, Jr, President

Dr. Michael J. Boskin
Professor of Economics at Stanford University

Jeffrey Berg
Chairman and Chief Executive Officer of International Creative Management, Inc.

George H. Conrades
Executive Chairman of Akamai Technologies, Inc.

Donald L. Lucas
Venture capitalist since 1960

Jack F. Kemp
Chairman of Kemp Partners and former member of the U.S. Congress

Hector Garcia-Molina
Professor of Computer Science/Electrical Engineering, Stanford University

H. Raymond Bingham
Former Executive Chairman of Cadence Design Systems, Inc.

Naomi O. Seligman
Senior Partner at Ostriker von Simson

Oracle USA, Inc. Directors are listed below:

- Safra A. Catz, President & Chief Financial Officer
- Dorian Daley, Senior Vice President, General Counsel & Secretary

Officers for Oracle Corporation

- Lawrence J. Ellison, Chief Executive Officer
- Safra A. Catz, President & Chief Financial Officer
- Charles E. Phillips, Jr, President
- Keith G. Block, Executive Vice President, North America Sales and Consulting
- Sergio Giacoletto, Executive Vice President, Europe, Middle East and Africa Sales and Consulting
- Juergen Rottler, Executive Vice President, Oracle Support and Oracle on Demand
- Charles A. Rozwat, Executive Vice President, Server Technologies
- Derek H. Williams, Executive Vice President, Asia Pacific Sales and Consulting
- Dorian Daley, Senior Vice President, General Counsel & Secretary
- Gregory Hilbrich, Senior Vice President, Taxation
- William C. West, Vice President, Corporate Controller and Chief Accounting Officer
- Brady Mickelsen, Vice President, Associate General Counsel & Assistant Secretary
- Christopher Ing, Assistant Secretary
- George A. Gucker, Assistant Secretary
- Eric R. Ball, Vice President & Treasurer
- Ryan Seghesio, Assistant Treasurer

Officers for Oracle USA, Inc.

- Lawrence J. Ellison, Chief Executive Officer
- Safra Catz, President & Chief Financial Officer
- Charles Phillips, President
- Dorian Daley, Senior Vice President, General Counsel & Secretary
- Greg Hilbrich, Senior Vice President, Taxation
- Douglas Kehring, Senior Vice President
- Eric R. Ball, Treasurer
- Donald Scott, Vice President, Taxation
- Brady Mickelsen, Vice President & Assistant Secretary
- George A. Gucker, Assistant Secretary

Contact address for all listed above is:

Oracle Corporation
500 Oracle Parkway
Redwood Shores, CA 94065

Response to Attachments to Business History Form A. iv):

Oracle Corporation is incorporated in the state of Delaware. Oracle USA, Inc. is incorporated in the state of Colorado.

Response to Attachments to Business History Form A. v):

Currently, Oracle Corporation has an employee count of 69,777 and Oracle USA, Inc.'s employee count constitutes 26,568 of that total.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information, as of September 7, 2007 (unless otherwise indicated below), with respect to the beneficial ownership of our common stock by: (i) each stockholder known by us to be the beneficial owner of more than 5% of our common stock; (ii) each director or nominee; (iii) each executive officer named in the Summary Compensation Table; and (iv) all current executive officers and directors as a group.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership (1)	Percent of Class
Lawrence Ellison (2) 500 Oracle Parkway, Redwood City, CA 94065	1,270,096,324	24.6%
Capital Research & Management Company (3) 300 South Hope Street, Los Angeles, CA 90071	509,271,034	9.9%
Keith Block (4)	3,017,142	*
Safra Catz (5)	10,069,108	*
Charles Phillips, Jr. (6)	2,442,500	*
Charles Rozwat (7)	5,390,676	*
Jeffrey Berg (8)	460,000	*
H. Raymond Bingham (9)	130,000	*
Michael Boskin (10)	796,500	*
Hector-Garcia Molina (11)	210,000	*
Jeffrey Henley (12)	5,047,016	*
Jack Kemp (13)	454,532	*
Donald Lucas (14)	1,880,000	*
Naomi Seligman (15)	36,145	*
All current executive officers and directors as a group (18 persons) (16)	1,306,325,728	25.1%

* Less than 1%

- (1) Unless otherwise indicated below, each stockholder listed had sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws, if applicable.
- (2) Includes 53,525,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date and includes 911,744 shares owned by Mr. Ellison's spouse of which he disclaims beneficial ownership. Includes 525,091,175 shares pledged as collateral to secure certain personal indebtedness, including various lines of credit.
- (3) Based on a Holdings Report on Form 13F filed on August 14, 2007, by Capital Research & Management Company. The Form 13F disclosed that Capital Research, an investment manager, owned 509,271,034 shares of our common stock as of June 30, 2007.
- (4) Includes 3,006,610 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (5) Includes 10,062,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (6) Includes 2,437,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (7) Includes 5,362,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (8) Includes 455,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.

- (9) Includes 125,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (10) Includes 791,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (11) Includes 205,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (12) Includes 5,012,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (13) Includes 449,532 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (14) Includes 5,000 shares held in trust for the benefit of Mr. Lucas and his spouse. Includes 475,000 shares subject to currently exercisable options or options exercisable within 60 days of the record date. Includes 1,400,000 shares held in trust for the benefit of the children of Mr. Ellison, our CEO, for which Mr. Lucas is a co-trustee but not a beneficiary; Mr. Lucas disclaims beneficial ownership of such shares held in trust for Mr. Ellison's children.
- (15) Includes 7,397 shares owned by Ms. Seligman's spouse of which she disclaims beneficial ownership. Includes 22,500 shares subject to currently exercisable options or options exercisable within 60 days of the record date.
- (16) Includes all shares described in notes (2) and (4) through (15) above, 67,035 additional shares beneficially owned and 6,228,750 additional shares subject to currently exercisable options or options exercisable within 60 days of the record date.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

05/01/2009
10:43 AM

DOCUMENT CATEGORY	:	CF PERSONAL SERVICES CAPITAL CONTRACT	
ENTERED BY	:	BROWN, PEGGY, 16627	
DOCUMENT NUMBER	:	CFIT09000001	INITIATING DEPT : IT
INPUT PERIOD (MM YYYY)	:	05 2009 MAY	
VENDOR NUMBER / SUFFIX	:	942871189 01	APPROVAL TYPE : 01
VENDOR NAME	:	ORACLE CORPORATION	
VENDOR ADDRESS	:	500 ORACLE PARKWAY	
	:	MS:50P6	
	:	REDWOOD SHORES	CA 94065
COUNTRY	:	USA	
ALPHA VENDOR	:	ORACLE CORPORATION	
BANK NUMBER	:		
DUE DATE	:		TREAS NO : 94287118
DOCUMENT AMOUNT	:		SINGLE CHECK :
NUMBER OF LINES	:	1	CURRENCY CODE :
TRANSACTION CODE HASH	:		RESPONSIBLE UNIT :
TERMS	:		
POSTING/EDIT ERRORS	:		NOTEPAD (Y OR N) : N
F1-HELP		F3-DELETE	F4-PRIOR
F2-SELECT		F9-LINK	F5-NEXT
F7-VIEW DOC			F6-DTL ENTRY
F8-SUBMIT			F12-ADL FCTNS
G014 - RECORD FOUND			

FAML4050 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

05/01/2009
10:43 AM

DOCUMENT : CFIT09000001 - 01 INPUT PER: 05 2009 AMOUNT : 1,987,814.67

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : CFIT09000001 01
TRANS DESC. : ORACLE ENTERPRISE RESOURCE SYSTEM CAP 97109
TRANS AMOUNT : 1,987,814.67
INDEX : PWCAPCAP CAPITAL PROJECTS FUND
SUBJECT : 00005 EQUIPMENT
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT : 97109 NIFS UPGRADE
PROJECT DETAIL : 000 NIFS UPGRADE
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G014 - RECORD FOUND

FAML4760 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

05/01/2009
10:42 AM

DOCUMENT : CFIT09000001 INPUT PERIOD : 05 2009 AMT : 1,987,814.67

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST DESCRIPTION							TRANS	AMOUNT	
01	109		CFIT09000001	01	PWCAPCAP	00005			N
ORACLE ENTERPRISE RESOURCE SYSTEM CAP 97109								1,987,814.67	

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK

FAML4010 V4.2

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

05/01/2009
10:50 AM

LINK TO:

DOCUMENT CATEGORY : CF PERSONAL SERVICES CAPITAL CONTRACT
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER :
INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 05 2009 MAY
VENDOR NUMBER / SUFFIX :
APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
TREAS NO :
DOCUMENT AMOUNT :
SINGLE CHECK :
NUMBER OF LINES :
CURRENCY CODE :
TRANSACTION CODE HASH :
RESPONSIBLE UNIT :
TERMS :
NOTEPAD (Y OR N) :
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CFIT09000001

**SOFTWARE LICENSE AND SERVICES AGREEMENT 2008
BETWEEN
NASSAU COUNTY, NEW YORK
AND
ORACLE USA, INC.**

May _____, 2009

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**SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
NASSAU COUNTY, NEW YORK
AND
ORACLE USA, INC.**

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (hereinafter "Agreement") is entered into between Nassau County, New York (hereinafter, "Nassau") whose address is 160 Old County Road, Mineola, New York, 11501, and Oracle USA, Inc. (hereinafter "Oracle"), a Colorado corporation whose main office and principal place of business is 500 Oracle Parkway, Redwood Shores, California 94065 and is effective as of the date set forth with the final signature below (the effective date). Orders may be placed under this Agreement for up to three (3) years after its effective date or as otherwise extended by amendment.

WITNESSETH:

WHEREAS, Nassau has determined that its current and future administrative systems needs require that its current aging and diverse systems be replaced; and

WHEREAS, Nassau has determined that the upgrade and replacement of its administrative systems requires the acquisition of a new commercial off-the-shelf integrated information system using Enterprise Resource Planning (hereinafter "ERP") software, and the retention of related services for such software; and

WHEREAS, Nassau issued a Request for Proposal seeking such software and services and thereafter supplemented this with a Request for Clarification, (collectively, the "RFP"); and

WHEREAS, Oracle submitted a proposal, Clarifications, and Best and Final Offers in response to the RFP (hereinafter "Proposal"); and

WHEREAS, based upon the competitive solicitation and evaluation of proposals for the provision of the ERP Software and for the performance of the Services (as hereinafter defined), Nassau has determined that Oracle possesses the qualifications necessary to provide such Software and Services; and that the Proposal offers the best value to Nassau from among the competing proposals received by Nassau, and that Nassau awards this Agreement to Oracle on the basis of the merits of the Proposal; and

WHEREAS, Nassau desires to retain Oracle to provide the Software and Services as set forth hereinafter, and Oracle agrees to provide such Software and perform such Services;

NOW, THEREFORE, in consideration of the terms and the mutual covenants and obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. DEFINITIONS

Advanced Customer Services: On-site services, set forth in Exhibit 3, that Nassau may purchase from Oracle under this Agreement.

Agreement: The writing(s) which contain the agreement of Nassau and Oracle setting forth the total legal obligation between the parties as determined by applicable rules of law.

Ancillary Programs: Third party materials specified in the Documentation, which may only be used for the purposes of installing or operating the programs with which the Ancillary Programs are delivered.

Documentation or Program Documentation: Program user manual(s) and Program Installation manual(s) for the Software.

Emergency: An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Enterprise License: A license grant that permits a defined entity (the "Enterprise") to use the acquired the Software across its Enterprise, where the numerical limits of the license is calculated by reference to its employee count or its operating budget or other agreed upon metric. The specific terms of the Enterprise License are set forth in the Ordering Document.

Error Corrections: Machine executable software code furnished by Oracle which corrects the Software so as to conform to the applicable Documentation of Oracle.

Incremental Licenses: An increase in the number of licenses for Software previously acquired by Nassau. Such Incremental License purchases are accepted upon delivery.

License Effective Date: The date Software is delivered to Nassau. Where a License involves Software which was previously licensed by Nassau, the License Effective Date for the additional licenses shall be deemed to be the date on which the Purchase Order is executed.

Material: Any information, design, specification, instruction, Software, data, or material furnished by Oracle and used by Nassau.

Ordering Document: The Oracle form, signed by both parties, that sets forth the Software and/or Services to be purchased, Software metrics, prices, discounts, and specific terms relevant to the purchase.

New Software Releases (Software Revisions): Any commercially released revisions to the licensed version of the Software as may be generally offered and available to Nassau, if current on technical support. New releases involve a substantial revision of functionality from a previously released version of the Software. Updates are provided when available, and Oracle is under no obligation to develop any future Software or functionality.

Proprietary: Created and / or owned by Oracle, which may be protected by confidentiality, secrecy, patent, copyright or trademark against commercial competition.

Purchase Order: Nassau's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

Services: Technical support (also referred to as "Maintenance"), training, or Advanced Customer Services that Nassau purchases under this Agreement.

Site: The location (street address) where the Software will be used or Services delivered.

Software or Programs: Software acquired under the terms and conditions set forth in the Agreement. "Software" or "Programs" includes error corrections, upgrades, enhancements, new releases, and updates delivered to Oracle's current subscribers under Technical Support or Maintenance.

Source Code: The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

Supported Program License: Programs for which Oracle offers Technical Support.

Technical Support or Maintenance: Technical support services for the Software that are offered by Oracle under this Agreement.

Training: The services provided by Oracle University, as set forth in Exhibit 4.

II. SOFTWARE

Oracle shall provide the Programs in accordance with the following terms and conditions.

A. License Scope: Following delivery of the Software, Nassau is granted a non-exclusive, non-assignable, royalty free, perpetual, limited right to use the Software ordered for its governmental and business operations subject to the terms of this Agreement, including the license definitions and rules and Documentation. For Software that is specifically designed to allow a third party to interact with Nassau in furtherance of Nassau's governmental or business operations, such use is allowed under this Agreement. Nassau may make a sufficient number of copies of the Software for its licensed use and one copy of each software media.

B. Documentation: Documentation is delivered with the Software or Nassau may access the Documentation online at <http://oracle.com/contracts>. Oracle hereby grants to Nassau a perpetual license right to make, reproduce and distribute, either electronically or otherwise, copies of Documentation in accordance with the terms of

the license, and the Documentation fully describes the proper procedure for using the Software.

C. Permitted License Transfers: Upon prior written notice to Oracle, the following license transfers are permitted under this Agreement, at no cost to Nassau, unless the license type specifically prohibits such a transfer:

1. Nassau may transfer Software internally within its own entity;
2. If Nassau is subject to a governmental reorganization or otherwise mandated by its governing body to convey any of its specific functions to another governmental entity, the Software used to support the conveyed functions may be transferred to the entity acquiring the transferred functions. The transferor must discontinue its use of the transferred Software.
3. If Nassau merges with another governmental entity, the Software acquired may be used by the merged entity.

Nothing in this section shall be deemed to relieve Nassau or the transferee entity of the obligation to use the Software in accordance with the terms and conditions of this Agreement and all applicable Ordering Documents placed hereunder, including, without limitation, limiting usage of the Software to the quantity and license type for which such software is licensed.

D. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties: Outsourcers, facilities management, consultants and agents (collectively, "Agents") retained by Nassau shall have the limited right to use the Software to maintain Nassau's internal business operations subject to the terms of this Agreement, including data processing, for the time period that they are engaged in such activities, provided that Nassau is responsible for the compliance of its Agents with the terms and conditions of this Agreement and their use of the Software.

E. Archival Back-Up and Disaster Recovery Nassau shall be entitled to use and copy the Software and related Documentation for archival backup and disaster recovery and shall have the rights under "Cold", "Warm" or "Hot" Backup, as defined below, to initiate disaster recovery on such backup systems testing up to four times annually, up to two day per testing, at no charge other as set forth below:

1. "Cold Backup" is a backup copy of the Software, which is retained on Oracle's software media only. In the event of failure of a primary machine, Nassau may download the Software from Oracle's website or it may use the software media to load Oracle's Software on a second machine of Nassau of the same hardware/operating system combination. There is no additional fee for maintaining a Cold Backup.
2. "Warm Backup" is a backup copy of the Software, which is loaded on a machine, which is accessed for the processing of data and/or applications only in the event of a failure of the primary machine. In the event of a failure of the primary machine, the secondary machine is accessed and used to run the Software. There is no additional fee for maintaining a Warm Backup.

3. "Hot Backup" is a copy of the Software, which is loaded on a machine and operated simultaneously with the primary machine. No processing of data or applications takes place on the backup machine. In the event of a failure of the primary machine, all processing is switched to the backup machine in real time. The fee for a Hot Backup is 25% of the contract price of the primary license and/or technical support.

F. Confidentiality Restrictions: The Software is a trade secret, copyrighted and proprietary product of Oracle. Nassau and its employees will keep the Software strictly confidential, and Nassau will not disclose or otherwise distribute or reproduce any Software to anyone other than as authorized under the terms of Agreement. Nassau will not remove or destroy any proprietary markings or notice of Oracle's or its licensors' proprietary rights. Oracle or its licensors retain all ownership and intellectual property rights to the Software.

G. Restricted Use by Nassau: Except as expressly authorized by the terms of this Agreement, Nassau shall not:

1. Copy the Software;
2. Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Software);
3. Make the Software or Materials resulting from 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 software license or Materials from the services acquired);
4. Export the Software in violation of any U.S. Department of Commerce export administration regulations;
5. Release benchmarking results: unless required by law or compelled by court order or subpoena, Nassau shall not disclose to third parties not authorized by it to implement or maintain its systems, results of any Software benchmark test without Oracle's prior written consent. The foregoing restriction shall not apply to benchmark results of non-Oracle software which accessed the Software or to benchmark results of an overall system, provided such results: (a) are released only as the benchmark results of such non-Oracle software or of the total system and (b) do not make any reference to Oracle Software. Nassau shall notify Oracle of requests for the release of benchmarking results under the New York State Freedom of Information Law (FOIL) or applications for court orders or subpoenas and give Oracle an opportunity to oppose disclosure.

H. Open Source Software: Open source software is developed independently of Oracle and may be governed by a separate license ("open source software"). If the open source software is governed by a separate license, Oracle shall provide a copy of that license in the applicable Documentation and Nassau's license rights and obligations with respect to that open source software shall be defined by those separate license terms and subject to the conditions, if any, therein. Nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations Nassau

may have, or conditions to which Nassau may be subject, under such separate open source license terms.

III. SOFTWARE DELIVERY

Oracle has made available to Nassau for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, Nassau can access and electronically download the Software and related Documentation. Provided that Nassau has continuously maintained technical support for the Software, Nassau may continue to download the software and related Documentation. 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. Nassau acknowledges that Oracle's delivery obligation under this Agreement is met by the provision of the electronic delivery web site URL. Provided Nassau continuously maintains Technical Support, CD Packs for the Software provided under the Ordering Document may be ordered through the Oracle Store independent of this Agreement. If Nassau loses or damages the media containing a Program licensed here under, upon Nassau's written notice Oracle will provide a replacement copy thereof, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Nassau. Unless otherwise agreed to by Nassau and Oracle, Nassau shall be responsible for installation of the Software.

Nassau acknowledges that, unless otherwise provided for in this Agreement, it accepts sole responsibility for (i) its system configuration, design and requirements, (ii) the selection of the Programs to achieve its intended results, and (iii) modifications, changes or alterations to the Programs.

IV. SOFTWARE ACCEPTANCE

A. Unless otherwise provided by mutual agreement of Nassau and Oracle, Nassau shall have sixty (60) days from the date of delivery to accept all Software. Where Oracle is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection to Oracle by the end of the period provided for under this clause constitutes acceptance by Nassau as of the expiration of that period. Nassau may, in writing, waive the Acceptance Period, or any part thereof, at any time.

If Nassau rejects the Software, it shall (a) cease using the applicable Software, and (b) certify to Oracle that it has destroyed or has returned to Oracle the Software, Documentation and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

Oracle may offer Nassau a free trial of the Software pursuant to (B) immediately below. If Nassau accepts such free trial license for the Software, the length of the trial shall count toward the sixty (60) day acceptance period and such trial license will grant to Nassau the right to examine the Software for at least sixty (60) days (unless the parties thereto agree otherwise). Upon the expiration of such period,

Nassau must either issue a Purchase Order to Oracle for purchase of the Software or portions thereof in accordance with this Agreement, or forthwith discontinue all use and return the Software to Oracle. Nassau shall be deemed to have tested the Software to its satisfaction and accepted the Software upon its issuance of the Purchase Order.

If any agreed trial license period is less than sixty (60) days, then in addition to the trial license period, Nassau shall have the number of days to accept the Software that is the difference between sixty (60) days and the length of the agreed trial license, provided Nassau notifies Oracle in writing of its intention to use such acceptance period at the time Nassau issues its Purchase Order. Notwithstanding the foregoing, this provision does not apply to purchases which merely increase the number of licenses for software previously acquired by Nassau ("incremental licenses"). Such incremental license purchases are accepted upon delivery.

- B. Trial Software. Nassau may order trial Software, or Oracle may include additional trial Software with the order which Nassau may use for trial, non-production purposes only. Nassau may not use the trial Software to provide or attend third party training on the content and/or functionality of the Software. Nassau has sixty (60) days from delivery to evaluate such trial Software. If it decides to use any of this trial Software after the sixty (60) day trial period, Nassau must obtain a license for such trial Software from Oracle. If it decides not to obtain a license for the trial Software after the sixty (60) day trial period, Nassau will cease using and will delete any such trial Software from its computer systems. Software licensed for trial purposes is provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

V. SERVICES

- A. Nassau may acquire Technical Support (maintenance), Advanced Customer Services, and Training, under this Agreement. The rates for the purchase of Advanced Customer Services and Training are set forth in Exhibits 3 and 4, respectively. The terms for the purchase of Technical Support are set forth in the Article immediately below and in the Technical Support policies attached as Exhibit 1.
- B. Upon payment for Services, Nassau will have a perpetual, non-exclusive, non-assignable, royalty free license to use for its internal business operations, anything developed by Oracle and delivered to Nassau. Nassau may allow its agents and contractors to use the deliverables for such purpose and Nassau is responsible for their compliance with this Agreement and the Ordering Document. Oracle retains ownership and all intellectual property rights to anything developed by it and delivered by it under the applicable Ordering Document resulting from the Services, except as stated in (C) immediately below.
- C. **Advanced Customer Services ("ACS").** The only consulting services offered by Oracle under this Agreement are Advanced Customer Services ("ACS"). Oracle states that no development or customization work can be provided pursuant to the performance of the ACS.

To the extent that Oracle may produce incidental deliverables in the performance of ACS and following payment of all fees for the applicable ACS order: (a) the allocation of ownership and license rights to such incidental deliverables shall be the Joint Property (as defined below) of both Oracle and Nassau; and (b) Oracle grants to Nassau a non-exclusive, non-assignable, royalty free, perpetual, internal-use license to use Oracle Works (as defined below) that are embodied in the Joint Property.

1. "Incidental Deliverables" shall mean those deliverables developed by Oracle solely for Nassau in the performance of the applicable Ordering Document, except for any Oracle Works (as defined below).
2. "Oracle Works" shall mean: (a) anything provided by or on behalf of Oracle from a 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 Oracle; and (d) any derivative works of (a), (b), or (c) above. Nothing in this section shall be construed to grant, amend, or modify any license for any Software or Documentation owned or distributed by Oracle.
3. "Joint Property" shall mean the Incidental Deliverables which are those deliverables developed using ACS and shall be owned jointly by Oracle and Nassau; Joint Property does not include any Oracle Works (as defined above). Oracle and Nassau agree that each party jointly shall own the copyright interest in the Joint Property and that each party may freely use, share, license or sub-license the Joint Property without requiring the approval of the other party, and shall have no duty of accounting to the other party for use of the Joint Property.

Oracle retains all right, title and interest, including all copyrights, in any Oracle Works and Software. Any property or material furnished by Nassau to Oracle hereunder is and will remain the property of Nassau.

- D. At Nassau's request, Oracle shall provide Nassau with the resumes of all Oracle's employees, consultants, and subcontractors who shall perform Services at Nassau's site under this Agreement. Nassau shall have the right to conduct interviews, unless otherwise agreed to by the parties, of all such employees, consultants, or subcontractors provided such interview occurs before the commencement of Services by the relevant employees, consultants or subcontractors. Nassau shall have the right to reject assignment of any Oracle employee, consultant, or subcontractor to a particular Service by providing Oracle a reasonable and non-discriminatory basis for such rejection. This paragraph shall not apply to the provision of Technical Support Services.
- E. The Services provided under this Agreement may be related to Nassau's license to use Programs which it acquires under a separate order. The Agreement referenced in that order shall govern Nassau's use of such Programs. Any Services acquired from Oracle are bid separately from such Program licenses, and Nassau may acquire either Services or such Program licenses without acquiring the other.

VI. TECHNICAL SUPPORT & MAINTENANCE

- A. Technical Support** consists of annual technical support services ordered by Nassau for the Software. Payment shall be due quarterly in arrears or as otherwise agreed to by the parties. If ordered, annual Technical Support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies that are attached to this Agreement at the time the Services are ordered. The Technical Support Policies shall be updated annually by amendment to this Agreement. Nassau should review the Technical Support Policies prior to ordering the applicable services.

Technical support is effective upon the effective date of the Ordering Document unless otherwise stated therein. The effective date of an order is when the Ordering Document is fully signed and Oracle receives the Purchase Order; provided however, if the order is subject to an acceptance period, the effective date will be upon acceptance.

The Technical Support service level, which may also be referred to as Software Update License & Support, (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Nassau's order may be renewed annually and, if Nassau renews SULS for the same number of licenses for the same Software, Nassau will be entitled to receive the caps on fee increases which are set forth in Exhibit 1.

If Nassau decides to purchase Technical Support for any Software within a license set, Nassau is required to purchase Technical Support at the same level for all Software within that license set. Nassau may desupport a subset of Software in a license set only if there is also agreement to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support Policies in effect at the time of termination. The applicable discount to be used in the event of support re-pricing is set forth in Exhibit 2. Oracle's license set definition is available in the Technical Support Policies. If Nassau decides not to purchase Technical Support, Nassau may not update any unsupported Software with new versions of the Software.

Technical Support term(s) and any renewal(s) thereof are independent of the expiration of this Agreement and will not automatically renew. Nassau may discontinue Technical Support at the end of any current Technical Support term. In the event that Nassau discontinues Technical Support of Software, it may, at any time thereafter, reinstate Technical Support for the Software without any additional penalties or other charges, by paying Oracle the amount which would have been due under the order for the period of time that such Technical Support had lapsed.

- B. Oracle's Technical Support offering, entitled "Lifetime Support", is comprised of the following:**
- 1. Premier Support:** Premier Support provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; major product and technology releases, access to Oracle's Customer Service Website, and certification with new third-party products/versions.

2. **Extended Support:** Oracle may grant Nassau the right to acquire an additional three years of Extended Support. Extended Support provides updates, fixes and security alerts; tax, legal, and regulatory updates; upgrade scripts; technical support; access to its Customer Service Website; and major product and technology releases. Extended Support does not include certification with new third-party products/versions.
3. **Sustaining Support:** As an alternative to Extended Support, Oracle grants Nassau the right to acquire Sustaining Support for as long as it licenses the Software. Sustaining Support provides access to Oracle's Customer Service Support Website, pre-existing fixes, and major product and technology releases. Sustaining Support does not include Updates, fixes, and security alerts; Tax, legal, and regulatory updates; Certification with new third-party products/versions; and Certification with other Oracle products.

Additional information about Oracle's Lifetime Support offering may be found in the Technical Support Policies, attached as Exhibit 1.

C. Successor Products and Re-Named Programs.

1. **Successor Products.** If Oracle makes successor products available for Oracle's product lines ("New Software") that includes substantially similar functionality and features as a Program for which Nassau has purchased a Program License ("Old Software"), Oracle will provide Nassau 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 additional charge, provided that (i) Nassau 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 Nassau at the time of the request; and (iii) Oracle is currently making available, such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then Oracle will provide Nassau with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. Nassau shall not have the right to use nor shall it use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Agreement.

2. **Re-Named Programs.** If any Program licensed under this Agreement ("Original Program") is re-named or divided into two or more separate Programs ("Re-Named Program") and the functionality of the Re-Named Program is and remains the same as the functionality of the Original Program, and Oracle makes such Re-Named Program generally available at no additional license fees to all of its customers who have maintained Technical Support for the Original Program, then Oracle shall provide the Re-Named Program to Nassau for no additional license fees, provided that the Re-Named Program is available in production release and that Nassau is current on Technical Support for the Original Program pursuant to Oracle's Technical

Support Policies (or reinstated Technical Support for such Program pursuant to Oracle's then current Technical Support Policies).

In the event that Oracle offers successor or renamed programs, as referenced above, Oracle will notify Nassau of the affected Software to the same extent and in the same manner that it provides notification to its other supported customers of the affected Software. The parties acknowledge that Oracle offers Lifetime Support for many of its Programs; if Lifetime Support is offered for a Program, such Program is not deemed to be discontinued under the meaning of this section.

VII. SOURCE CODE

Oracle shall retain in escrow a copy of the source code necessary to support the Software (not including any Software for which source code is delivered with such Software). The escrowed material shall be maintained under an agreement which provides that if Oracle ceases to be in the business of supporting the Software, the escrow agent shall furnish Nassau with a copy of the escrowed material that has become unsupported. Nassau 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 to maintain the Software. If Oracle replaces Iron Mountain Intellectual Property Management with a substitute escrow agent, Nassau will receive notice of the name and address of the substitute agent.

VIII. COMPENSATION / PAYMENTS / INVOICES

- A. Upon acceptance of Software or as otherwise provided by Agreement, Oracle may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt and approval by the County Comptroller of a proper invoice and County Claim Voucher, in accordance with paragraph B.
- B. All payment Invoices shall include, at a minimum, the following terms:
 - 1. Delivery on official form of Oracle;
 - 2. Name, Address and Remittance Address of Oracle if different from that contained in the introductory paragraph of this Agreement;
 - 3. Agreement Number;
 - 4. An executed County Claim Voucher detailing of the Programs or Services for which Oracle requests payment;
 - 5. Total amount to be invoiced.
- C. Oracle shall submit all payment Invoices to the designated payment office for this Agreement, which shall be, unless Oracle receives written notification to the contrary, the address listed in the first paragraph of this Agreement.
- D. The fees due under an Ordering Document signed by Nassau and Oracle shall be non-cancelable and the sums paid nonrefundable, except as expressly provided therein or in this Agreement.
- E. Nassau's signature on an Ordering Document referencing this Agreement and Nassau's issuance of a purchase order are its representations to Oracle

that the purchase has been fully authorized and that all funds for the purchase have been fully appropriated.

- F. Nassau agrees that it has not relied on the future availability of any Programs or Updates in entering into the payment obligations arising under this Agreement; however, (a) if Nassau orders SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide Updates under this Agreement or the relevant Ordering Document, if-and-when available, in accordance with Oracle's then current Technical Support Policies, and (b) the preceding sentence does not change the rights granted to Nassau for any program licensed under this Agreement or the relevant Ordering Document, per the terms of this Agreement and/or the Ordering Document.
- G. Submission of an invoice and payment thereof shall not preclude Nassau from reimbursement or demanding a price adjustment where the billing was inaccurate. Oracle shall provide, upon request of Nassau, the information reasonably necessary to verify the accuracy of the billings. Such information shall be provided in the format reasonably requested by Nassau and in a media commercially available from Oracle.
- H. If Nassau is exempt from sales tax, Oracle will not invoice it for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle on or before the effective date of this Agreement. Also, Nassau will reimburse Oracle for reasonable expenses related to providing the Services. Fees for Services listed in an Ordering Document are exclusive of taxes and expenses.

IX. WARRANTY

- A. **Title and Ownership Warranty.** Oracle warrants that it possesses (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual or term license rights to the Software. Oracle shall be solely liable for its costs of acquisition of such ownership rights and/or clear title. Notwithstanding any language to the contrary in this Agreement, Article X(A), *Intellectual Property Infringement Indemnification*, of this Agreement states Nassau's exclusive remedy and Oracle's entire liability for any breach of this particular warranty.
- B. **Software Warranty.** Software offered shall be a current production release. Oracle warrants that the Software will perform in all material respects as described in the Documentation for eighteen (18) months from the date of acceptance. Nassau must notify Oracle of any Program warranty deficiency within eighteen (18) months after acceptance.

For Nassau's initial purchase of Software under this Agreement only, Oracle also warrants that the Software will perform in all material respects in accordance with Oracle's response to the functional and technical requirements attached as Exhibit 5 for eighteen (18) months from the date of acceptance. Nassau must notify Oracle of any Software warranty deficiency under this paragraph within eighteen (18) months year after acceptance of the initial purchase of the Software.

- C. **Virus Warranty.** Oracle represents and warrants that prior to delivery Oracle shall use commercially reasonable methods to test and protect the Software against viruses and other harmful elements designed to disrupt the orderly operation of, or impair the integrity of data files resident on, any data processing system. Oracle represents and warrants that it will not deliver Software that contains any known virus. Oracle will also maintain a master copy of the appropriate versions of the Software, free of viruses. If Nassau believes a virus may be present in the delivered Software, then upon its request, Oracle will provide a master copy to Nassau for comparison with and correction of its copy of the Software.
- D. **Date/Time Warranty.** Oracle represents that during the term of this Agreement, including any extension or renewal hereof, the Software shall, when used in accordance with the Program Documentation, be able to accurately process (including, but not limited to, calculating, comparing, and sequencing) date/time data transitions, including leap year and daylight savings time calculations.
- E. **Services Warranty.** Oracle warrants that the Services will be provided in a professional manner in accordance with industry standards. Nassau must notify Oracle of any Services warranty deficiencies within ninety (90) days from performance of the Service that gave rise to the warranty claim.
- F. **Survival of Warranties.** All warranties contained in this Agreement, which have not expired by their terms, shall survive the termination of this Agreement.
- G. **NO IMPLIED WARRANTIES**
TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- H. Oracle does not warrant or guarantee that the Software will be error free or operate without interruption or that Oracle will correct all Software errors. Oracle is not obliged to develop error corrections or updates for Nassau's benefit but, in the event such corrections or updates are made generally commercially available by Oracle at no additional charge, Oracle shall provide them to Nassau at no additional charge. Nassau acknowledges that the Software has not been prepared to meet its individual requirements; it is Nassau's responsibility to ensure that the facilities and functions described in its specification meet its requirements, and Nassau is solely responsible for results obtained from its use of the Software.
- I. **EXCLUSIVE REMEDIES.** FOR ANY BREACH OF THE WARRANTIES IN B, D AND E ABOVE, NASSAU'S EXCLUSIVE WARRANTY REMEDY, AND ORACLE'S ENTIRE WARRANTY LIABILITY, SHALL BE: (A) THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE TIME AND MANNER, NASSAU MAY END ITS SOFTWARE LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE SOFTWARE LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH

IN A COMMERCIALLY REASONABLE TIME AND MANNER, NASSAU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

X. INDEMNIFICATION AND LIABILITY

- A. Intellectual Property Infringement Indemnification.** Oracle will also indemnify and hold Nassau harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against Nassau in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right based upon Materials provided to Nassau by Oracle and except to the extent such claims arise from Nassau's negligence or willful misconduct, provided that Nassau shall give Oracle: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, no later than 30 days after it receives notice of the claim (or sooner if required by law) (ii) sole control to settle or defend such action, claim or suit at Oracle's sole expense, and (iii) assistance in the defense of any such action at the expense of Oracle. Nassau reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

If usage shall be enjoined for any reason or if Oracle believes that it may be enjoined, Oracle shall have the right, at its own expense and sole discretion: (i) to procure for Nassau the right to continue Usage (ii) to modify the material so that usage becomes non-infringing, while preserving its utility or functionality, or if these alternatives are not commercially reasonable, Oracle may terminate the license for, and require return of, the Material and refund any fees Nassau may have paid for it. Oracle will not indemnify Nassau if it alters the Material or uses it outside the scope of use identified in the Documentation or if Nassau uses a version of the Materials which has been superseded, to the extent the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to Nassau and Nassau either has actual knowledge or is notified by Oracle to use such version due to a potential or existing infringement claim; any such notice will be in writing or, for any software licensed under this Agreement, may be posted at Oracle's customer support web site or included with a software update. Oracle will not indemnify Nassau to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify Nassau to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle except where such combinations are expressly specified by Oracle in the Documentation. Oracle will not indemnify Nassau for infringement caused by its actions against any third party if the Program(s) as delivered to Nassau and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights.

In the event that an action at law or in equity is commenced against Nassau arising out of a claim that Nassau's use of the Material under the Agreement infringes any patent, copyright or proprietary right, and Oracle is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense

provisions set forth in the Agreement, Oracle shall promptly notify Nassau in writing and shall specify to what extent Oracle believes it is obligated to defend and indemnify under the terms and conditions of the Agreement. Oracle shall in such event attempt to secure a continuance to permit Nassau to appear and defend its interests in cooperation with Oracle, as is appropriate, including any jurisdictional defenses Nassau may have. This Article X(A) constitutes Nassau's sole and exclusive remedy for any infringement claims or damages.

B. Personal Injury / Property Damage Indemnification. Oracle shall be fully liable for any act or omission of Oracle, its employees, Subcontractors and agents, and shall fully indemnify and hold harmless Nassau from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property caused by fault or negligence of Oracle, its employees, Subcontractors or agents arising from Oracle's performance of this Agreement, **without limitation**; provided, however, that Oracle shall not be obligated to indemnify Nassau for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of Nassau or the acts of third parties, other than those provided by Oracle to perform under the Agreement. In connection with the foregoing, Nassau shall give Oracle: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Oracle's sole expense, and (iii) assistance in the defense of any such action at the expense of Oracle. This paragraph does not apply to any claims arising from damage to "intangible personal property," which includes documentation, software, data or data files that are in electronic format.

C. Limitation on Liability. EXCEPT AS OTHERWISE SET FORTH IN THE INDEMNIFICATION PARAGRAPHS ABOVE, THE LIMIT OF LIABILITY SHALL BE AS FOLLOWS:

1. ORACLE'S LIABILITY FOR ANY DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED DIRECT DAMAGES IN: (I) AN AMOUNT EQUAL TO TWO (2) TIMES THE CHARGES SPECIFIED IN THE PURCHASE ORDER FOR THE SOFTWARE AND SERVICES, OR PARTS THEREOF FORMING THE BASIS OF NASSAU'S CLAIM, (SAID AMOUNT NOT TO EXCEED A TOTAL OF TWELVE (12) MONTHS CHARGES PAYABLE UNDER THE APPLICABLE PURCHASE ORDER) OR (II) ONE MILLION DOLLARS (\$1,000,000), WHICHEVER IS GREATER. NOTWITHSTANDING THE LIMITATION IN THE FIRST SENTENCE OF THIS PARAGRAPH (1), ORACLE'S LIABILITY TO NASSAU FOR DAMAGES RESULTING FROM THE WRONGFUL DISCLOSURE OF PERSONAL DATA BY ORACLE IN ITS PERFORMANCE OF TECHNICAL SUPPORT SERVICES IN BREACH OF ORACLE'S OBLIGATIONS UNDER ARTICLE XI(D) (*CONFIDENTIALITY AND NON-DISCLOSURE*) SHALL NOT EXCEED THE GREATER OF: (A) \$1,000,000 OR (B) TWO TIMES THE FEES PAID BY NASSAU UNDER THIS AGREEMENT FOR TECHNICAL SUPPORT WITHIN THE TWO (2) YEARS IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE BREACH.

- 2. NOTWITHSTANDING THE ABOVE, NEITHER ORACLE OR NASSAU SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF PROFIT BY NASSAU, ORACLE, OR BY OTHERS.**

XI. CONFIDENTIALITY AND NON-DISCLOSURE

- A.** As used in this Section, "Disclosing Party" means Nassau when disclosing its Confidential Information (defined below) to Oracle, or Oracle when disclosing its Confidential Information to Nassau, and "Receiving Party" means Nassau when receiving disclosure of Confidential Information from Oracle, or Oracle when receiving disclosure of Confidential Information from Nassau. "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") after the effective date of this Agreement including, without limitation, information relating to the Disclosing Party's operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs. Confidential Information shall be clearly marked as "confidential," "proprietary," "restricted" or some similar designation. Except as provided in this Agreement and specifically in Article XI(B) hereunder, the Receiving Party further agrees that any Confidential Information obtained by the Receiving Party from the Disclosing Party, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Disclosing Party hereunder, will not be divulged to any third parties. Nassau acknowledges that the Source Code to the Software and the Documentation are Confidential Information of Oracle.
- B. The Receiving Party:**
1. may not use any Confidential Information for any purpose other than in accordance with, and in the performance of, its obligations under this Agreement;
 2. may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Section C; and
 3. shall make every reasonable effort to prevent the use or disclosure, other than as expressly permitted herein, of Confidential Information.
- C. The Receiving Party may disclose information, which would otherwise be Confidential Information if and to the extent that:**
1. it is required by law (such as the New York State Freedom of Information Law);
 2. the information has come into the public domain, otherwise than through (a) a breach of this Clause by the Receiving Party, (b) a third party's breach of any duty of confidentiality owed to the Disclosing Party of which the Receiving Party was aware, or (c) a violation of law;

3. it was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party;
4. it is required by existing contractual obligations of which the Disclosing Party is aware;
5. it is independently developed by the Receiving Party without reliance on the Confidential Information;
6. it is required by any securities exchange or regulatory or governmental body to which it is subject or by judicial process;
7. it is otherwise obtained under the Freedom of Information Law or other applicable New York State laws or regulations; or
8. the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and subcontractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Agreement.

D. In addition to the foregoing, Nassau represents that it has certain obligations with regard to the use and protection of Personal Data. "Personal Data" means non-public, personally identifiable information of Nassau's employees or citizenry. Oracle will not store, maintain or process any Personal Data on Nassau's behalf connection with the provision of programs, related technical support and other services under the Agreement. Any access by Oracle to Personal Data will be incidental to the software and related services provided by Oracle to Nassau. Nassau agrees that it will endeavor not to unnecessarily provide any Personal Data to Oracle under the Agreement. To the extent that Oracle has any incidental access to Personal Data in providing its Software and services to Nassau, Oracle agrees that (1) it shall not disclose or use Personal Data except to the extent reasonably required to carry out its obligations under the Agreement; and (2) it shall maintain appropriate information security measures to protect such Personal Data from unauthorized disclosure or use. The obligations set forth in this paragraph shall survive termination of this Agreement.

XII. BREACH

- A. **Breach, Generally.** If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement, subject to the Dispute Resolution process set forth in the Article immediately below.
- B. **Failure to Make Payment.** In the event Nassau fails to make payment to Oracle for Software or Services delivered and accepted, and invoiced as set forth herein, within thirty (30) days of such delivery and acceptance, Oracle may, upon 10 days advance written notice to Nassau's purchasing official, suspend additional shipments of Software or provision of Services to Nassau until such time as reasonable arrangements have been made and assurances given by such entity for current and future payments. If the breach is for the failure to pay for Software and the breach continues unabated, upon written notice of termination, Oracle may terminate

Nassau's license for the unpaid-for Software. Notwithstanding the foregoing, Oracle shall, at least 10 days prior to declaring a breach of contract by Nassau, by certified or registered mail, notify the purchasing official of Nassau of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if Oracle's basis for declaring a breach is insufficient, Oracle's declaration of breach and failure to service Nassau shall constitute a breach of its Agreement and Nassau may thereafter seek any remedy available at law or equity.

C. Remedies for Breach. It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law, except where expressly limited in this Agreement:

1. **Cover/Substitute Performance.** In the event of Oracle's material, uncured breach, Nassau may, with or without formally bidding: (i) purchase from other sources; or (ii) if Nassau is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement software of equal or comparable quality, Nassau may acquire acceptable replacement software of lesser or greater quality. Such purchases may, in the discretion of Nassau, be deducted from the Agreement quantity and payments due Oracle.
2. **Withhold Payment.** In any case where a reasonable question of material non-performance by Oracle arises, payment may be withheld in whole or in part at the discretion of Nassau.
3. **Bankruptcy.** In the event that Oracle files a petition under the U.S. Bankruptcy Code during the term of this Agreement, Nassau may, at its discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit Nassau the amounts owed by Oracle arising out of the same transactions.
4. **Reimbursement of Costs Incurred.** Oracle agrees to reimburse Nassau promptly for any and all additional costs incurred for acquiring acceptable services, and/or replacement software. Should the cost of cover be less than the price charged under this Agreement, Oracle shall have no claim to the difference.
5. **Deduction/Credit.** Sums due as a result of these remedies may be deducted or offset by Nassau from payments due, or to become due, Oracle on the same or another transaction. If no deduction or only a partial deduction is made in such fashion Oracle shall pay to Nassau the amount of such claim or portion of the claim still outstanding, on demand.

XIII. DISPUTE RESOLUTION

- A. In the event there is a dispute or controversy under this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.
- B. In the event Nassau is dissatisfied with Oracle's Software or Services provided under this Agreement, Nassau shall notify Oracle in writing. In the event Oracle has any disputes with Nassau, Oracle shall so notify Nassau in writing. If either party notifies the other of such dispute or controversy, the other party shall then make

good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

- C. If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within 14 business days or as otherwise agreed to by the parties, of such notice, then the matter shall be submitted to Nassau's senior county executive and Oracle's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next 14 business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this Article shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.
- D. Oracle shall extend the dispute resolution period for so long as Nassau continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.
- E. This Article XIII does not apply to any breach by Nassau of Oracle's or its licensor's intellectual property rights.

XIV. TERMINATION

The following termination provisions are subject to the Dispute Resolution provision, to terms of the Technical Support Policies, and other provisions of this Agreement. Termination under this Article does not relieve Nassau of its obligation to pay for Programs or Services delivered by Oracle under this Agreement.

- A. **For Cause:** For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to Oracle, the Agreement or Purchase Order may be terminated by Nassau at Oracle's expense where Oracle becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Agreement, or for non-performance, or upon a determination that Oracle is non-responsible. Such termination shall be upon written notice to Oracle. In such event, Nassau may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. If the Agreement is terminated pursuant to this subdivision, Nassau shall remain liable for all accrued but unpaid fees and charges incurred through the date of the termination.
- B. **For Convenience:** By written notice, this Agreement may be terminated at any time by Nassau for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Agreement shall not affect any Purchase Order that has been issued under the Agreement prior to the date of such termination. If the Agreement is terminated pursuant to this subdivision, Nassau shall remain liable for all accrued but unpaid

charges incurred through the date of the termination. Oracle shall use due diligence and provide any outstanding deliverables.

XV. FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Nassau or Oracle in the performance of the Agreement which non-performance, by exercise of reasonable diligence, cannot be prevented. Oracle shall provide Nassau with written notice of any force majeure occurrence as soon as the delay is known.

Neither Nassau nor Oracle shall be liable to the other for any delay in or failure of performance under the Agreement due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by Oracle or Nassau to be necessary to enable complete performance by Oracle if reasonable diligence is exercised after the cause of delay or failure has been removed.

If such event continues for more than 90 days, either party may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Nassau's obligation to pay for Software delivered or Services provided.

XVI. AUDIT OF SOFTWARE USAGE

Upon 45 days written notice, Oracle may audit Nassau's use of the Software. Oracle agrees not to audit Nassau's use more frequently than once annually. Nassau agrees to cooperate with Oracle's audit and provide reasonable assistance and access to information during its normal business hours. Nassau shall be entitled to designate a representative who shall be entitled to participate in such audit. Nassau agrees that Oracle shall not be responsible for any of Nassau's reasonable costs incurred in cooperating with the audit.

Oracle shall provide Nassau with a report of any such audit, and Nassau shall have the right to provide a written response to the report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the non-disclosure obligations in this Agreement. In the event such audit discloses that Nassau exceeds the scope of the permissible use of the licenses for the Software, Nassau agrees to immediately cease its impermissible use of such Software. To continue its use of such licenses, Nassau agrees to pay within thirty (30) days of the receipt of written notification and provision of an invoice.

Notwithstanding the foregoing, if Nassau in good faith provides Oracle with written notice of an alleged error in the amount of underpaid fees reported in the audit and agrees to pay any amounts not in dispute, Nassau may invoke the Dispute Resolution Process provided in Article XIII of this Agreement. If Nassau pays the undisputed

amounts and provides the aforementioned notice of error, Nassau is not obligated to cease its alleged impermissible use of the Software during the Dispute Resolution process. During the Dispute Resolution process, Oracle agrees not to terminate the Software or any associated Technical Support services, nor commence formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, until an amicable resolution of the dispute through continued negotiation of the matter at issue does not appear likely.

XVII. POLICIES AND SECURITY

In performing this Agreement, Oracle warrants, covenants and represents that it will comply fully with Nassau's rules, procedures and protocols ("Procedures"), including but not limited to physical, facility, documentary, information security and cyber security, provided that such Procedures do not violate any state, local or federal law. Nassau shall make available the relevant Procedures and Oracle shall be responsible for distributing to its representatives and assessing and ensuring compliance. If any part of the Procedures should violate Oracle's Code of Ethics and Business Conduct or Oracle is otherwise unable to comply, Oracle shall notify Nassau in writing. Nassau shall be responsible for acquiring the necessary approvals for the waiver from the entity that issued the Procedure. Oracle and Nassau agree that the Procedures do not modify or amend the other terms and conditions of the Agreement.

XVIII. MISCELLANEOUS

- A. Cooperation Between Contractors.** Oracle shall be responsible for fully cooperating with any third party, including but not limited to other contractors or subcontractors of Nassau, as necessary to ensure delivery of Software or coordination of performance of Services.
- B. Independent Contractors.** It is understood and agreed that the legal status of Oracle, its agents, officers and employees under this Agreement is that of an independent contractor, and in no manner shall they be deemed employees of Nassau, and therefore are not entitled to any of the benefits associated with such employment. Oracle agrees, during the term of this Agreement, to maintain at Oracle's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide Nassau with certification of such insurance upon request. Oracle remains responsible for all applicable federal, state and local taxes, and all FICA contributions.
- C. No Hard Stop / Passive License Monitoring.** Unless Nassau is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Oracle hereby warrants and represents that either: (1) the Software and all Updates do not and will not contain any computer code that would disable the Software or Updates or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Oracle to access the Software to cause such disablement or impairment (sometimes referred to as a "trap door" device); or (2) if the Software or

Updates does contain any such computer code, such computer code shall not be enabled. Oracle agrees that in the event of a breach or alleged breach of this provision, Nassau may seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Nassau shall be entitled.

- D. **Proof of License.** The fully signed Ordering Document, Nassau's corresponding Purchase Order and payment of Oracle's invoice shall serve as Nassau's proof of License.
- E. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Agreement, which shall be enforced and interpreted as if such provision was never included in the Agreement.
- F. **Entire Agreement and Modification of Agreement Terms.** This Agreement and the referenced appendices constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and the Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto. No preprinted terms or conditions on a Purchase Order issued by Nassau, which seek to vary the terms of this Agreement or impose new duties or obligations on Oracle, shall have any force or effect.
- G. **Assignments and Mergers, Acquisitions, Divestitures.** Upon notice to Oracle, the Agreement may be assigned without the consent of Oracle to another Nassau subdivision pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor entity that assumes Nassau's responsibilities for the Agreement. If Nassau grants a security interest in the Programs and/or any Services deliverables, the secured party has no right to use or transfer the Programs and/or any Services deliverables, and if Nassau decides to finance an acquisition of the programs and/or any services, it will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Nassau's prior written consent. Oracle's obligation to perform under this Agreement shall not be affected or impaired by any reorganization, consolidation or merger to which Oracle is, or may become, a party.
- H. **Press Releases / Publicity.** Oracle shall obtain the prior written approval of Nassau relative to the Agreement for press or other media releases.
- I. **UCITA.** The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.
- J. **Legal Compliance.** Oracle represents it will pay at its sole expenses for all applicable permits, licenses, tariffs, tolls and fees and that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental

entity applicable to the performance of obligations under the Agreement or seek waiver therefrom. Prior to award and during the Agreement term and any renewals thereof, Oracle must establish to the satisfaction of Nassau that it meets or exceeds all requirements of the Agreement and any applicable laws, including but not limited to, permits, insurance coverage, licensing, and proof of coverage for workers' compensation, and shall provide such proof as required by Nassau. Failure to comply or failure to provide proof may constitute grounds for Nassau to cancel or suspend the Agreement, in whole or in part or to take any other action deemed necessary by Nassau.

K. **Captions.** The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

L. **Governing Law.** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

M. **Order of Precedence.** The documents comprising this Agreement shall have the following order of precedence: (1) Appendix A; (2) Ordering Document(s); (3) this Agreement; and (4) all other exhibits.

XIX. NASSAU SPECIFIC LAWS, ORDINANCES, REQUIREMENTS

A. Insurance.

1. **Types and Amounts.** Oracle shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) compensation insurance for the benefit of Oracle's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as Nassau may from time to time specify.
2. **Acceptability; Deductibles; Subcontractors.** All insurance obtained and maintained by Oracle pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to Nassau; and (ii) in form and substance acceptable to Nassau. Oracle shall be solely responsible for the payment of all deductibles to which such policies are subject. Oracle shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Oracle under this Agreement.
3. **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the

Insurance coverage required by this Agreement shall be delivered to the Nassau County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Oracle shall provide written notice to the Nassau County Attorney's Office of the same and deliver to Nassau County Attorney's Office renewal or replacement certificates of insurance. Oracle shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, which would suspend or invalidate any of the required coverages. The failure of Oracle to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Oracle to maintain the other required coverages shall be deemed a material breach of this Agreement upon which Nassau reserves the right to consider this Agreement terminated as of the date of such failure.

B. No Arrears or Default. Oracle is not in arrears to Nassau upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to Nassau, including any obligation to pay taxes to, or perform services for or on behalf of, Nassau.

C. Nassau County Living Wage Law. Pursuant to LL 12006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, with respect to Services provided to Nassau which are performed within the United States, Oracle agrees as follows:

1. Oracle shall comply with the applicable requirements of the Living Wage Law, as amended;
2. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Oracle has the right to cure such breach within thirty days of receipt of notice of breach from Nassau. In the event that such breach is not timely cured, Nassau may terminate this Agreement as well as exercise any other rights available to Nassau under applicable law.
3. It shall be a continuing obligation of Oracle to inform Nassau of any material changes in the content of its certification of compliance, attached as Exhibit 6, and shall provide to Nassau any information necessary to maintain the certification's accuracy.

C. Administrative Service Charge. Oracle agrees to pay Nassau an administrative service charge of five hundred and thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 741979, as amended by Ordinance Number 1282006.

D. Executory Clause. Notwithstanding any other provision of this Agreement:

1. Approval and Execution. Nassau shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Oracle unless:
 - (i) all Nassau approvals have been obtained, including, if required, approval by the Nassau County Legislature, and

- (ii) this Agreement has been executed by the Nassau.
2. **Availability of Funds.** Nassau shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Oracle beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to Nassau from the State and/or federal governments. Notwithstanding the foregoing, (a) Nassau agrees to pay for all Software ordered and Services performed by Oracle prior to Oracle's receipt of Nassau's notice of the unavailability of funding or appropriations and (b) Nassau's issuance of a Purchase Order to Oracle is its representation to Oracle that funds for that purchase have been fully appropriated and are presently available.

XX. NOTICES

If Nassau has a dispute with Oracle or if Nassau wishes to provide a notice under the Indemnification section of this Agreement, or if Nassau becomes subject to insolvency or other similar legal proceedings, it will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, USA, Attention: General Counsel, Legal Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ORACLE USA, INC.

NASSAU COUNTY, NEW YORK

Signature: [Signature]

Name: DOUGLAS W. DORAN

Title: DIRECTOR, LICENSES CONTRACTS

Date: 5/1/2009

Signature: [Signature]

Name: THOMAS W. STOTES

Title: DEPUTY CO. EXEC.

Date: 5-29-09

Corporate Acknowledgement

STATE OF CALIFORNIA

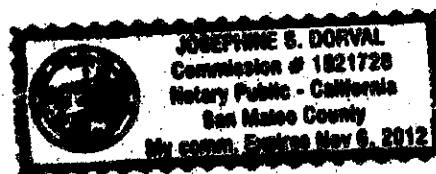
)

COUNTY OF SAN MATEO

) ss:
)

On this 1st day of May, 2009 before me personally came Douglas W. Doran, to me known, who, being duly sworn, did depose and say that he/she is Director of the corporation described in the foregoing instrument and that he/she executed the foregoing instrument as Director thereof.

[Signature]
Notary Public



STATE OF NEW YORK)

)ss.:

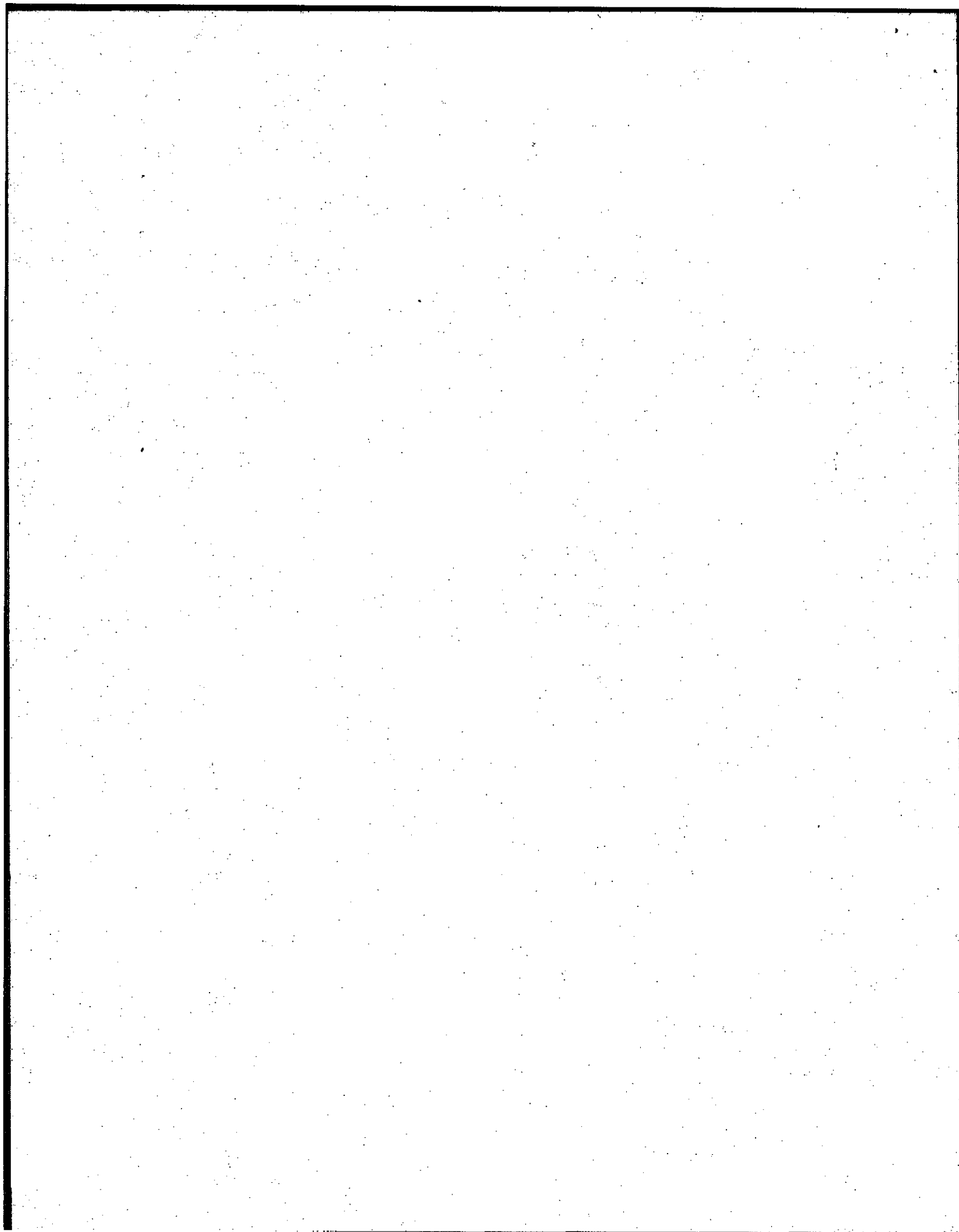
COUNTY OF NASSAU)

On the 29th day of MAY in the year 2009 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



FREDERICK A SUZEL JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SU4781488
Qualified in Queens County
My Commission Expires February 28, 2010



ORACLE ORDERING DOCUMENT

Oracle USA, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name NASSAU COUNTY, NEW YORK
Your Location 240 Old Country Road
Mineola, NY 11501

Your Contact Keith Hill
Phone Number 516-571-4150
Email Address khill@nassaucountyny.gov

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement

Agreement Name: _____ ("agreement")

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation, hereinafter "Oracle") shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. You have ordered the program licenses and 12 months of technical support services described below:

A. 1 - Product Description / License Type	Quantity
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Treasury - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise eSupplier Connection - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Strategic Sourcing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Supplier Contract Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise EPM Portal Pack - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Scorecard - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Performance Management Warehouse - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Supplier Rating System - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Financials Portal Pack - Enterprise \$M in Operating Budget Perpetual	3200
PeopleSoft Enterprise Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Planning - System 9 - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Workforce Planning - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Capital Asset Planning - Enterprise \$M in Operating Budget Perpetual	3200
Hyperion Performance Scorecard - Enterprise \$M in Operating Budget Perpetual	3200
A. 2 - Product Description / License Type	Quantity
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	9700

PeopleSoft Enterprise Workforce Rewards - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise Workforce Scorecard - Enterprise Employee Perpetual	9700
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	9700

A.3 - Product Description / License Type	Quantity
User Productivity Kit - UPK Developer Perpetual	5
User Productivity Kit - UPK Employee Perpetual	9700
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Benefits Administration over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Enterprise Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK General Ledger over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Receivables over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Payables over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Asset Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Project Costing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Contracts over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Grants over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Expenses - over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Planning and Budgeting over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Billing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Purchasing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Inventory over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProcurement over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eCompensation Manager Desktop over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK eProfile Manager Desktop over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Absence Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Talent Acquisition Manager over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Strategic Sourcing over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Enterprise Portal over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
PeopleSoft Enterprise UPK Reporting Tools for PeopleTools over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1

A.4 - Product Description / License Type	Quantity
Diagnostics Pack - Processor Perpetual	16
Application Management Pack for PeopleSoft - Named User Plus Perpetual	50
Application Management Pack for PeopleSoft - Processor Perpetual	16
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	143
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	143
Business Intelligence Server Administrator - Named User Plus Perpetual	10

A.5 - Product Description / License Type	Quantity
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	1
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	1
WebSphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	1

	Net Fee
Oracle Programs License Fees	\$1,829,356.32
Oracle Programs Support Fees	\$368,458.35
Net Fee	\$1,987,814.67
Total Fees	\$1,987,814.67

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

d. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

3. Delivery and Installation

a. You shall be responsible for installation of the software.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the software and related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section 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. You acknowledge that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL.

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

7. Customer Reference

In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your organization and your organization's logo.

8. Territory

The program licenses and services described in section A are for use in the U.S.

9. Limited Use Programs

The programs listed in section A-4 are limited use programs and may be used only with the programs listed in section A.1, section A.2 and section A.3.

10. Technical Support Cap

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first, second, third and fourth renewal years, the fee for SULS will not increase over the prior year's fee. If you renew SULS for the same number of licenses for the same programs for the fifth, sixth, seventh, eighth or ninth renewal year, the fee for SULS will not increase by more than three percent (3%) over the prior year's fees.

C. Future Purchases

1. Expansion

a. If you exceed your licensed quantity you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit. The number of additional program licenses to be ordered shall be equal to the actual dollar amount of Enterprise \$M of Operating Budget listed in section A.1 and/or the actual number of Enterprise Employees listed in section A.2 as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.

b. The license definitions and program specific terms contained in section D of this ordering document will apply to program licenses ordered pursuant to this section.

c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

D. Enterprise Application Specific Terms

1. Enterprise \$M Operating Budget

\$M Operating Budget is defined as one million US Dollars of your gross budget reflected in an audited statement from your external accounting firm.

2. Applicable to programs with the license type of Enterprise \$M Operating Budget

The value of these program licenses is determined by the amount of Enterprise \$M Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the amount of Enterprise \$M Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Operating Budget is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Operating Budget. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise \$M Operating Budget as of such date.

3. Enterprise Employee

Enterprise Employee is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Enterprise Employees.

4. Applicable to programs with the license type of Enterprise Employee

The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise Employees as of such date.

5. Archival Back-Up and Disaster Recovery

The last sentence of Article II, Section E.3 of the agreement shall not apply to the programs listed in sections A.1, A.2 and A.3 of this ordering document.

F. Program Specific Terms for the Peoplesoft Product Lines

1. License Grant

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") products listed in Section A (collectively referred to as "materials") only as necessary to create and provide training solely for UPK to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to UPK to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK programs licensed per UPK Module, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. You are prohibited from reselling or distributing the materials to any other party or using the materials other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the materials and any content created by you using the program materials contain valuable proprietary information. Oracle (or its third-party program providers) retains title to all portions of the materials and any copies thereof. You shall use materials modifications created by you solely for your internal use in accordance with the terms of the agreement. You 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 you concerning your 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 you as those contained in the agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, PROGRAMS LICENSED PER UPK MODULE ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.

1. UPK Materials

For UPK content materials licensed under this ordering document, you represent and warrant that you have a valid license for the underlying program(s). All content materials are published in English language only.

2. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

3. 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 you to use such program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

4. Included Programs - Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise

You acknowledge that this program requires a web application server. This third party program is a supportable program. A "concurrent access license" is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

5. Included Programs - WebSphere

Notwithstanding anything in the agreement to the contrary, Oracle shall not be obligated to indemnify you 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 agreement and this ordering document, 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. Notwithstanding anything herein to the contrary: (a) source code is not included for this program and (b) this third party program is a supportable program.

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 30-NOV-2008 and shall become binding upon execution by you and acceptance by Oracle.

NASSAU COUNTY, NEW YORK

Signature _____

Name _____

Title _____

Signature Date _____

Effective Date _____

(to be completed by Oracle)

ORACLE USA, INC.

Signature _____

Name _____

Title _____

Signature Date _____

Expansion Exhibit

1. Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the program listed in section A.1 with the license type "Enterprise \$M in Operating Budget Perpetual" that may be purchased pursuant to section [C.1]:

Product Description	License Fee/ Increment	First Year Software Update License & Support/ Increment	Increment (in millions)
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	94,284.19	20,738.12	320
PeopleSoft Enterprise Treasury - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Inventory - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise eSupplier Connection - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Strategic Sourcing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Supplier Contract Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise EPM Portal Pack - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Scorecard - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Performance Management Warehouse - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Supplier Rating System - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Financials Portal Pack - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Planning and Budgeting - Enterprise \$M in Operating Budget Perpetual			
Hyperion Planning - System 9 - Enterprise \$M in Operating Budget Perpetual			
Hyperion Workforce Planning - Enterprise \$M in Operating Budget Perpetual			
Hyperion Capital Asset Planning - Enterprise \$M in Operating Budget Perpetual			
Hyperion Performance Scorecard - Enterprise \$M in Operating Budget Perpetual			

2. Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the program listed in section A.2 with the license type "Enterprise Employee Perpetual" that may be purchased pursuant to section [C.1]:

Product Description	License Fee/ Increment	First Year Software Update License & Support/ Increment	Increment
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	24,372.91	5,362.04	970
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual			
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual			
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual			
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual			
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual			
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual			
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual			
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual			
PeopleSoft Enterprise Workforce Rewards - Enterprise Employee Perpetual			
PeopleSoft Enterprise Workforce Scorecard - Enterprise Employee Perpetual			
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual			

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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EXHIBIT 1

ORACLE TECHNICAL SUPPORT POLICIES

Technical Support Policies

Effective Date: 27-October-2008

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", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy" and in former BEA agreements as the "Support Services" policies.

"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 all Oracle programs, other than Cimmetyr AutoVue and Vuelink programs ("Cimmetyr programs"), Crystal Ball programs, and AdminServer programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Cimmetyr programs is available in the AutoVue Administration Guide that is included with the Cimmetyr program documentation.

Product release and supported platforms information for the following programs will be provided to you in writing:

Crystal Ball
AdminServer

Skywire (programs not included on the Skywire Online Support Portal)

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).

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, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, or (ii) all of your licenses of a program that share the same source code**. 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. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Standard Edition One, and Internet 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). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

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. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Pricing following Reduction of Licenses or Support Level

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

Custom Application Bundles

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

Unsupported Programs

Customers with unsupported programs 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

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

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

Program Updates

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping

charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Oracle Configuration Manager

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technology/documentation/ocm.html>. By using this tool, you consent to the transmission of your configuration information to Oracle.

OCM will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software environment. Configuration data provided to Oracle by software tools will be stored in password-protected repositories. It will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs. In addition, because the configuration information will be updated, it may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings for you.

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.

Alternatively, support may be extended with Sustaining Support which 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 Server Technologies" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Applications" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy. Refer to the attached document titled "Lifetime Support Policy: Coverage for Retail Applications" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. Active Reasoning, ContextMedia, Crystal Ball, Notiva, Sigma Dynamics, AdminServer, and Skywire and other programs and releases that have already had desupport dates posted on OracleMetaLink 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, JD Edwards EnterpriseOne and 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, JD Edwards EnterpriseOne and JD Edwards World programs.

*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 and platform certifications for a PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months 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 Premier 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 Cimmetry programs, Oracle generally will make Premier Support available for 2 years following general availability of a release, after which Sustaining Support will be available for as long as you maintain technical support for your Oracle licenses. Premier

Support for Cimmetry programs will be documented on your ordering document as Software Update License & Support or Cimmetry Maintenance.

7. For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. During this period, you will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/support/collateral/tsp-certified-applications.pdf>.
8. For the first year of Sustaining Support for Oracle E-Business Suite Release 11i, Oracle will provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2008 tax year. The period for the first year of Sustaining Support for Oracle E-Business Suite Release 11i is July 1, 2008 - June 30, 2009.
9. Extended Support for the Hyperion Pre-System 9 programs will be offered for the period October 1, 2008 to September 30, 2009. The Extended Support fee for this period has been waived for those program licenses for which customers have paid the System 9 Enablement Fee and for which technical support is continuously maintained.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If Cimmetry, Crystal Ball, Skywire, or AdminServer programs are 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 OracleMetaLink, Customer Connection, eSupport Portal and BID Portal. Desupport information is subject to change. For Cimmetry, Crystal Ball, Skywire, and AdminServer programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on OracleMetaLink, Customer Connection, eSupport Portal and BID Portal 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 programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues 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 supported 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.

Third Party Vendor-Specific Support Terms

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

Hyperion-Specific and Agile-Specific Support Terms

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

Warranties, Disclaimers, and Exclusive Remedies

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

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

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

Limitation of Liability

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

YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

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

Nondisclosure

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

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

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

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support 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 most 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 OracleMetaLink, Customer Connection, eSupport Portal, BID Portal or Skywire Online Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours
- For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For BEA programs, web-based support is provided through the eSupport Portal and BID Portal. For Skywire programs, web-based support is provided through the Skywire Online Support Portal. For all other Oracle programs, unless stated otherwise, web-based support is provided through OracleMetaLink.

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 OracleMetaLink (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 Retail Applications" (PDF) document for coverage information on your specific release. Limited Software Update License & Support will be available for Cimmetry programs ("Cimmetry Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the web based form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for Crystal Ball programs ("Crystal Ball Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:00 A.M. to 5:00 P.M. Mountain Time of the North America region
- Ability to log service requests via online template located at <http://www.crystalball.com/helpdesk.html> or via telephone at 800.373.5885 (toll free in US) or 1.303.334.7599 (International)
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for the following Moniforce programs: webSensor Enterprise and webProbe ("Moniforce Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:00 A.M. to 6:00 P.M. Central European Time
- Access to OracleMetaLink (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Limited Software Update License & Support will be available for BEA programs ("BEA Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- 7x24 Support Center Coverage for Severity 1 errors (Regional Time Zone)
- Assistance with service requests 24 hours per day, 7 days a week
- Access to eSupport Portal (AskBEA, Newsgroups, Case management, FAQ's, Product News and Updates, Product Documentation) and BID Portal
- Non-technical customer service during normal business hours
- Access to Customer First / Product Retirement support policy via eSupport Portal
- Ability to log service requests via email and telephone.

Limited Software Update License & Support will be available for AdminServer programs ("AdminServer Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:30 A.M. to 8:00 P.M. Eastern Time of the North America region
- Ability to log service requests via telephone at 1.800.566.5064
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for Skywire programs ("Skywire Support"). The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Central Time of the North America region except as follows:
 - 7:30 A.M. to 4:30 P.M. Eastern Time of the North America region for the following programs: Whitehill One, Enterprise, Elite Document Studio, XML Transport and Transform Suite
 - 9:00 A.M. to 5 P.M. GMT for the following programs: Documaker, Docuflex and PPS (EMEA and Asia Pacific only)
- Access to Skywire Online Support Portal (24 x 7 web-based customer support system)
- Ability to log service requests as follows:

Program	Online	Telephone	Email
Instbridge, Ingage, INSight, Documaker, Docuflex and PPS	http://skywiresoftware.com/Support/Support.aspx	866.4-SKYWIRE	support@skywiresoftware.com
Documaker, Docuflex and PPS (EMEA and Asia Pacific only)	http://skywiresoftware.com/Support/Support.aspx	44.0.1372.388.222	eurosupport@skywire-software.co.uk
GA, IDX and QuickView	Not available	888.486.4683	cssa@skywiresoftware.com
Whitehill One (formerly BPI), Enterprise, Elite	Not available	888.944.8344	monctonsupport@skywiresoftware.com

Document Studio, XML Transport and Transform Suite			
IStream Document Manager, IStream Publisher, IStream Communicator, Tracker and Launcher	Not available	877.363.7027 x 3225	markhamdirectsupport@skywiresoftware.com

- Non-technical customer service during normal business hours

Enterprise Linux Support Services

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

Oracle VM Support Services

Effective November 14, 2007, Oracle will offer Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.

Priority Service

Priority Service is available for program releases eligible to receive Premier, Extended, or Sustaining Support. 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
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 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 for all programs. Please contact your Support Sales Representative for service availability.

Incident Server Support Package

Incident Server Support provides web-based technical support 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 request(s) expire at the end of such term. Access to OracleMetaLink 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 OracleMetaLink (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 made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to OracleMetaLink (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 OracleMetaLink)

Service Request Packages

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

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (I) the end of such year, or (II) the end of your OPN

membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Extended Support

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

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- 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 OracleMetalink, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (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

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- 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 OracleMetalink, Customer Connection, e-Support, Customer Portal, or Customer Center Portal (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
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

North American Payroll Tax Updates

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through OracleMetaLink (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

Cimmetry Support

Cimmetry Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 9:00 A.M. to 5:00 P.M. Eastern Time of the North America region
- Ability to log service requests online using the web based form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm>
- Non-technical customer service during local business hours

Moniforce Support

Moniforce Support applies to technical support services for the following Moniforce programs: webSensor Enterprise and webProbe and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:00 A.M. to 6:00 P.M. Central European Time
- Access to OracleMetaLink (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during local business hours

Crystal Ball Support

Crystal Ball Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates

- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:00 A.M. to 5:00 P.M. Mountain Time of the North America region
- Ability to log service requests via online template located at <http://www.crystalball.com/helpdesk.html> or via telephone at 800.373.5885 (toll free in US) or 1.303.334.7599 (International)
- Non-technical customer service during local business hours

BEA Support

BEA Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- 7x24 Support Center Coverage for Severity 1 errors (Regional Time Zone)
- Assistance with service requests 24 hours per day, 7 days a week
- Access to eSupport Portal (AskBEA, Newsgroups, Case management, FAQ's, Product News and Updates, Product Documentation) and BID Portal
- Non-technical customer service during normal business hours
- Access to Customer First / Product Retirement support policy via eSupport Portal
- Ability to log service requests via email and telephone.

AdminServer Support

AdminServer Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 8:30 A.M. to 8:00 P.M. Eastern Time of the North America region
- Ability to log service requests via telephone at 1.800.566.5064
- Non-technical customer service during normal business hours

Skywire Support

Skywire Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests Monday through Friday during local business hours, excluding holidays; local business hours are 7:00 A.M. to 7:00 P.M. Central Time of the North America region except as follows:
 - 7:30 A.M. to 4:30 P.M. Eastern Time of the North America region for the following programs: Whitehill One, Enterprise, Elite Document Studio, XML Transport and Transform Suite
 - 9:00 A.M. to 5 P.M. GMT for the following programs: Documaker, Docuflex and PPS (EMEA and Asia Pacific only)
- Access to Skywire Online Support Portal (24 x 7 web-based customer support system)
- Ability to log service requests as follows:

Programs	Online	Telephone	Email
Insbridge, Inpage,	http://skywiresoftware.com	866.4-SKYWIRE	support@skywiresoftware.com

INSight, Documaker, Docuflex and PPS	com/Support/Support.aspx		
Documaker, Docuflex and PPS (EMEA and Asia Pacific only)	http://skywiresoftware.com/Support/Support.aspx	44.0.1372.366.222	eurosupport@skywire-software.co.uk
GA, IDX and QuickView	Not available	888.486.4683	cssg@skywiresoftware.com
Whitehill One (formerly BPI), Enterprise, Elite Document Studio, XML Transport and Transform Suite	Not available	888.944.8344	monctonsupport@skywiresoftware.com
iStream Document Manager, iStream Publisher, iStream Communicator, Tracker and Launcher	Not available	877.363.7027 x 3225	markhamdirectsupport@skywiresoftware.com

- Non-technical customer service during normal business hours

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at <http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf>. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Cimmetry, Crystal Ball, BEA, AdminServer, and Skywire programs:

OracleMetaLink is one of Oracle's five customer support web sites. Access to OracleMetaLink is governed by the Terms of Use posted on the OracleMetaLink web site, which are subject to change. A copy of these terms is available upon request. Access to OracleMetaLink is limited to your designated technical contacts. Access to OracleMetaLink is included with Software Update License & Support, Priority Service, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to OracleMetaLink 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 at <http://www.peoplesoft.com/corp/en/login.jsp>, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for eSupport Portal applies to 'Classic' BEA programs only:

eSupport Portal is Oracle's third customer support web site. Access to eSupport is governed by the Terms of Use posted on the eSupport Portal web site at <http://support.bea.com>, and are subject to change. A copy of these terms is available upon request. Access to eSupport Portal is limited to your designated technical contacts. Access to eSupport Portal is included with Software Update License & Support, Extended Support, and Sustaining Support.

The following policy for BID Portal applies to 'BID' BEA programs only:

BID Portal is Oracle's fourth customer support web site. Access to BID Portal is governed by the Terms of Use posted on the BID Portal web site at <http://one.bea.com/support>, and are subject to change. A copy of these terms is available upon request. Access to BID Portal is limited to your designated technical contacts. Access to BID Portal is included with Software Update License & Support, Extended Support, and Sustaining Support.

The following policy for Skywire Online Support Portal applies to Inbridge, Ingage, and INSight programs and Documaker, Docuflex and PPS (EMEA and Asia Pacific excluded) programs only:

Skywire Online Support Portal is Oracle's fifth customer support web site. Access to Skywire Online Support Portal is governed by the Terms of Use posted on the Skywire Online Support Portal web site at <http://skywiresoftware.com/Support/Support.aspx>, and are subject to change. A copy of these terms is available upon request. Access to Skywire Online Support Portal is limited to your designated technical contacts. Access to Skywire Online Support Portal is included with Software Update License & Support.

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available [here](#). The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for which fees for technical support have been paid.

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.

Service requests for supported Cimmetry programs may be submitted by you either online using the web form available at <http://www.cimmetry.com/techsup.nsf/WebTechsupForm?OpenForm> or by telephone by dialing 1.514.735.9941. Service requests for supported Crystal Ball programs may be submitted by you either online using the template at <http://www.crystalball.com/helpdesk.html> or by telephone by dialing 1.800.373.5885 (toll free in the U.S.) or 1.303.334.7599 (International). Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

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

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response

- System crashes, and crashes repeatedly after restart attempts

For all supported Oracle programs other than Cimmetry, Crystal Ball, Moniforce webSensor Enterprise and webProbe, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

For Crystal Ball programs, the Severity 1 service request definition does not apply and thus no response guidelines are available for Crystal Ball programs.

For Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 8:00 A.M. to 6:00 P.M. Central European Time.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Cimmetry, Crystal Ball, Moniforce webSensor Enterprise and webProbe, AdminServer, and Skywire programs: 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.

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

EXHIBIT 3

ADVANCED CUSTOMER SERVICES: RATES

ACS – Assisted Services	Days	Amount	Estimated Travel and Expenses
Field Engineer	31	\$58,592.00	\$10,800.00

Should you purchase the services listed in this Exhibit 3 a separate Ordering Document will be sent subsequently for execution.

EXHIBIT 4

TRAINING: RATES

For a period of 24 months from the effective date of this Agreement, Oracle University is able to provide the Oracle Training products and services at the discounted rate of 25% provided that a minimum purchase order of \$250,000 is submitted for training. Oracle University training can be ordered by Nassau County as you require, and only invoiced after actual delivery. Nassau County can purchase training products and services as listed at www.oracle.com/education under standard terms and conditions.

EXHIBIT 5

FUNCTIONALITY AND REQUIREMENTS MATRIX

Exhibit 5

**FUNCTIONALITY AND REQUIREMENTS MATRIX
WHICH INCLUDES
RESPONSE CODE INTERPETATIONS,
PRODUCT NAME CROSS-REFERENCE
AND
ORACLE FUNCTIONALITY AND REQUIREMENTS MATRIX CLARIFICATIONS**

Notes:

1. Oracle's Proposal included program not ordered in the initial purchase of Software under this Agreement; therefore are not part of this Agreement; such products include:

**Real Estate Management – Real Estate Management, Enterprise Manager Grid
Control – Oracle Database Enterprise Edition, SOA Suite – SOA Suite for Non
Oracle Middleware, Oracle Imaging and Process Management (Stellent/Content
Management) – Imaging and Process Management, PeopleSoft Directory
Interface – Directory Interface, Oracle Identity Management – Identity Manager,
BPEL – SAO Suite**

2. The following Software is being ordered in the initial purchase but does not appear on the Functionality and Requirements Matrix (Exhibit 5) Oracle Business Intelligence Management Pack and Business Intelligence Server Administration.

Exhibit 5 Functionality and Requirements Matrix-Response Code Interpretations

<p>Set forth below is the Fit-Gap Response code from the RFP and Oracle's interpretation that was used to complete the functional matrices:</p>	
Fit-Gap Response	Additional Comment provided by Oracle
<p>F = Fully Provided "Out-of-the-Box"</p>	<p>Oracle interprets these requirements to be satisfied if the functionality is provided out of the box or through the completing of a task associated with a routine configurable area. These routine configurable areas include, but are not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, table driven setups and standard reports with no changes. These routine configurable areas would be addressed as part of any implementation and the responsibilities of performing all the tasks associated with all these routine configurable areas are the responsibility of the County or its Implementor.</p>
<p>R = Provided with Reporting Tool</p>	<p>Oracle interprets these requirements to be satisfied by the reports generated using Reporting Tools. (See the Product Name Crosswalk tab for a list of the modules that comprise Reporting Tools.) The responsibilities of performing all the tasks associated with the generation of reports are the responsibility of the County or its Implementor.</p>
<p>CO = Configuration (no changes to underlying source code)</p>	<p>Oracle interprets these requirements to be satisfied if the functionality is provided through an extension to the application, the development of a new page to the application or logic added to the application through the use of PeopleTools. The responsibilities of performing all the tasks associated with configuration are the responsibility of the County or its Implementor.</p>

<p>TP = Third Party Software Required</p>	<p>Oracle's response in the "Module(s) Required to Fulfill Requirements" or Fit-Gap Notes / Closure Recommendations (or any updated thereto) may have made mention to third party products; however, this should not be construed as a recommendation of any particular third party product provider/third party product and should the County elect to purchase any such third party products, the County must contract directly with the third party product provider for the third party product.</p>
<p>M = Modification/Customization (change to source code)</p>	<p>The responsibilities of performing all the tasks associated with modifications/customizations are the responsibility of the County or its Implementor.</p>
<p>W = Workflow Required</p>	<p>Oracle interprets these requirements to be satisfied if the functionality is provided either through the creation of a new workflow or a significant modification to a standard work flow that is contained in the proposed product(s). The responsibilities of performing all the tasks associated with the creation of new workflows or the modification of existing workflows are the responsibility of the County or its Implementor.</p>
<p>I = Interface Required</p>	<p>The responsibilities of performing all the tasks associated with interfaces are the responsibility of the County or its Implementor.</p>
<p>CF = Custom Fields Required</p>	<p>Oracle interprets these requirements to be satisfied by the creation of a new field being added to the product using PeopleTools. The responsibilities of performing the tasks associated with the creation of a new field are the responsibility of the County or its Implementor.</p>

U = Unable to Meet Requirement

For any requirement marked as U, Oracle does not meet the requirement. Furthermore, Oracle has not provided any indication if or when a future version would meet these requirements. Oracle's response in the "Module(s) Required to Fulfill Requirements" or "Fit-Gap Notes / Closure Recommendations" (or any updated thereto) may have made mention to Oracle's modules or third party products and provide a commitment to help the County understand why Oracle is unable to meet the requirement.

Exhibit 5 Functionality And Requirements Matrix-Product Name Cross-Reference

Module Names as Referenced in Matrix	Licensed Program name per Price List/Supplement	Software Version
General Ledger	Financials (PeopleSoft)	9.0
eProcurement	eProcurement (PeopleSoft)	9.0
Purchasing	Purchasing (PeopleSoft)	9.0
Strategic Sourcing	Strategic Sourcing (PeopleSoft)	9.0
eSupplier Connection	eSupplier Connection (PeopleSoft)	9.0
Supplier Contract Management	Supplier Contract Management (PeopleSoft)	9.0
Payables	Financials (PeopleSoft)	9.0
Expenses	Expenses (PeopleSoft)	9.0
Cash Management	Financials (PeopleSoft)	9.0
Grants	Grants (PeopleSoft)	9.0
Program Management	Program Management (PeopleSoft)	9.0
Project Costing	Project Costing (PeopleSoft)	9.0
Contracts	Contracts (PeopleSoft)	9.0
Billing	Financials (PeopleSoft)	9.0
Receivables	Financials (PeopleSoft)	9.0
BillPay (Pay/Bill Management)	Financials (PeopleSoft)	9.0
Asset Management	Financials (PeopleSoft)	9.0
Inventory	Inventory (PeopleSoft)	9.0
Maintenance Management	Enterprise Asset Management (PeopleSoft)	9.0
Deal Management	Treasury (PeopleSoft)	9.0
Planning and Budgeting	Planning and Budgeting (PeopleSoft)	9.0
UPK	User Productivity Kit	9.0
Real Estate Management	Real Estate Management	9.0
Hyperion Planning System 9	Hyperion Planning Plus	11.1.1
Hyperion Workforce planning	Hyperion Workforce Planning	11.1.1

Hyperion Performance Scorecard- system 9	Hyperion Performance Scorecard Plus	11.1.1
Hyperion Capital Expense planning	Hyperion Capital Asset Planning	11.1.1
HR	Human Resources (PeopleSoft)	9.0
Payroll for North America	Payroll (PeopleSoft)	9.0
Absence Management	Absence Management (PeopleSoft)	9.0
Benefits Administration	Benefits Administration (PeopleSoft)	9.0
eBenefits	Human Resources (PeopleSoft)	9.0
ePay	Payroll Interface (PeopleSoft)	9.0
ELM	Enterprise Learning Management (PeopleSoft)	9.0
eCompensation Manager	eCompensation (PeopleSoft)	9.0
eCompensation	eCompensation (PeopleSoft)	9.0
ePerformance	ePerformance (PeopleSoft)	9.0
eProfile	Human Resources (PeopleSoft)	9.0
eProfile Manager	Human Resources (PeopleSoft)	9.0
Talent Acquisition Manager	Recruiting Solutions (PeopleSoft)	9.0
Candidate Gateway	Recruiting Solutions (PeopleSoft)	9.0
eDevelopment	Human Resources (PeopleSoft)	9.0
Time & Labor	Time and Labor (PeopleSoft)	9.0
PeopleSoft Performance Management Warehouse	Performance Management Warehouse (PeopleSoft)	9.0
Oracle BI Enterprise Edition Suite	Business Intelligence Suite Enterprise Edition Plus	10.1.3
OBIEE	Business Intelligence Suite Enterprise Edition Plus	10.1.3
Enterprise Scorecard (7.0 - 7.4)	Scorecard (PeopleSoft)	9.0
EPM Portal Pack	EPM Portal Pack (PeopleSoft)	9.0
Workforce Scorecard	Workforce Scorecard (PeopleSoft)	9.0
Supplier Rating System	Supplier Rating System (PeopleSoft)	9.0
PeopleTools	PeopleTools (included with all PeopleSoft deals)	8.49
Enterprise Portal	Enterprise Portal (PeopleSoft)	9.0

Portal	Enterprise Portal (PeopleSoft)	9.0
Human Resources Portal Pack	HRMS Portal Pack (PeopleSoft)	9.0
Financial Portal Pack	Financial Portal Pack (PeopleSoft)	9.0
Enterprise Manager Grid Control	Oracle Database - Enterprise Edition	10.2
Application Management Pack for PeopleSoft	Application Manager Pack for PeopleSoft (PeopleSoft)	8.49.0.3.0
Diagnostic Pack for Oracle DB	Diagnostic Pack for Oracle Database	10gR3
SOA Suite	SOA Suite for Non Oracle Middleware	10.1.3
Oracle Imaging and Process Management (aka Stellent or Content Management)	Imaging and Process Management	10gR3
PeopleSoft Directory Interface	Directory Interface (PeopleSoft)	8.49
Oracle Identity Management	Identity Manager	10gR3
BPEL	SOA Suite	10.1.0.2
Crystal	Crystal Reports and Crystal Enterprise (PeopleSoft)	9.00
Query	PeopleTools (included with all PeopleSoft deals)	8.49
XML Publisher (aka BI Publisher)	PeopleTools (included with all PeopleSoft deals)	8.49
System Administrator	PeopleTools (included with all PeopleSoft deals)	8.49
Archive Manager	PeopleTools (included with all PeopleSoft deals)	8.49
Data Archive Manager	PeopleTools (included with all PeopleSoft deals)	8.49
Workflow (aka Workflow Tools)	PeopleTools (included with all PeopleSoft deals)	8.49
Security Administrator	PeopleTools (included with all PeopleSoft deals)	8.49
PeopleTools Security	PeopleTools (included with all PeopleSoft deals)	8.49

Process Scheduler	PeopleTools (included with all PeopleSoft deals)	8.49
Process Monitor	PeopleTools (included with all PeopleSoft deals)	8.49
Ascential Data Stage	Performance Management Warehouse (PeopleSoft)	9.0
IBM/Ascential MetaStage	Performance Management Warehouse (PeopleSoft)	9.0
Reporting Tools	Query, nVision, SQR, XML/BI Publisher (all part of PeopleTools), OBIEE, Crystal Reports,	See individual line item
Integration Tools	Component Interface, Application Engine, Integration Broker, Application Messaging (all part of PeopleTools), BPEL	See individual line item
Application Development Tools	Application Designer (Part of PeopleTools)	See individual line item

Exhibit 5 Oracle Functionality and Requirements Matrix Clarifications

Exhibit 5 Oracle Functionality and Requirements Matrix Clarification									
Oracle Functionality	Requirement	Oracle Functionality	Requirement	Oracle Functionality	Requirement	Oracle Functionality	Requirement	Oracle Functionality	Requirement
F - BP 13.03	Ability to view: Current year adjusted budget and Budget (e.g., FY 08)	PeopleSoft Planning and Budgeting	F						The budget worksheets or starting budget can be seeded through multiple methods down to individual object classes.
F - BP 13.04	Ability to view: Current year's original budget	PeopleSoft Planning and Budgeting	F						The budget worksheets or starting budget can be seeded through multiple methods down to individual object classes.
F - BP 13.03	Produces budget worksheet information including: Current Year Original Budget (e.g., FY 08)	PeopleSoft Planning and Budgeting	F						Budget worksheets are completely configurable to provide information from past budget, actuals, and forecast data.
F - BP 13.04	Produces budget worksheet information including: Current Year Adjusted Budget (e.g., FY 08)	PeopleSoft Planning and Budgeting	F						Budget worksheets are completely configurable to provide information from past budget, actuals, and forecast data.
F - BP 2	System can track the process of approvals and modifications	PeopleSoft Planning and Budgeting	F						PeopleSoft Planning and Budgeting provides complete tracking of all budget changes and approval processing.
F - BP 36	Associates narrative to a given decision package for historical trail purposes.	PeopleSoft Planning and Budgeting	CO						The proposed method for decision package support includes a narrative justification text field.
F - FA 10	Provide bar code associations to individual assets	Asset Management, Std Party Barcode Scanning	U						The Asset Management application provides the ability to interface to third party bar code reading devices. However, we are not including the third party hardware and software to meet this requirement. The County may work with a certified partner to meet this requirement.
F - FA 11	Support the fixed assets inventory process with handheld bar code reader capability.	Asset Management, Std Party Barcode Scanning	U						The Asset Management application provides the ability to interface to third party bar code reading devices. However, we are not including the third party hardware and software to meet this requirement. The County may work with a certified partner to meet this requirement.

F - FA 14	Manually assign specific asset number(s) that are generated from the third-party bar coding system.	Purchasing, Asset Management, 3rd Party Barcode Scanning	Purchasing, Asset Management	U	U	The Asset Management application provides the ability to interface to third party bar code reading devices. However, we are not including the third party hardware and software to meet this requirement. The County may work with a certified partner to meet this requirement.	Market Value can be captured using one of the user-defined Asset attributes.
F - FA 24	Capture the market value of an individual Asset	Asset Management	Asset Management	F	F	As defined, useful life is specified by number of months, not years. PeopleTools can be used to change this to years.	
F - FA 31	Provide a useful life in whole years value.	Asset Management	Asset Management	CO	CO		
F - FA 8.02	Bar Code Number	Asset Management, 3rd Party Barcode Scanning	Asset Management	U	U	The Asset Management application provides the ability to interface to third party bar code reading devices. However, we are not including the third party hardware and software to meet this requirement. The County may work with a certified partner to meet this requirement.	
F - GR 41	Export reports into popular desktop applications (i.e., Microsoft Office).	All Applications	PeopleTools	F	F		
F - GR 42	Support report definitions with user-defined data ranges	All Applications	PeopleTools	F	F		
F - IN 11.02	Track MSDS inventory items in a table driven format to include: Personal Protective Equipment	Inventory	Inventory	F	F		
F - IN 18.05	Provide the following inventory costing methods, at a minimum: Rolling average	Inventory	Inventory	F	F		
F - IN 21	Support 'lot' issuance for inventory items that are always linked together (e.g., light bar, MDT, gun rack, etc. for a squad car).	Purchasing, Inventory	Purchasing, Inventory	F	F		
F - IN 22	'lot' issuance performs an available inventory edit across all lot items prior to issuing a pick order to assemble the lot.	Purchasing, Inventory	Purchasing, Inventory	F	F		
F - IN 23	'lot' backorder possible on out of stock item from an overall lot.	Purchasing, Inventory	Purchasing, Inventory	F	F		

F - IN 46.02	Generate cycle count lists by location in the warehouse according to the following priority categories (only one category can be assigned per inventory item): Priority code based upon sales unit volume threshold (e.g., over 12 turns per year is priority A)	Inventory	Inventory	Inventory	Inventory	Inventory	An item priority code may be added via PeopleTools for inclusion in the cycle count process	Inventory (add new items to the cycle count process)
F - IN 46.03	Generate cycle count lists by location in the warehouse according to the following priority categories (only one category can be assigned per inventory item): Priority code based upon nature of inventory item (e.g., syringes are priority A)	Inventory	Inventory	Inventory	Inventory	Inventory	An item priority code may be added via PeopleTools for inclusion in the cycle count process	Inventory (add new items to the cycle count process)
F - IN 46.04	Generate cycle count lists by location in the warehouse according to the following priority categories (only one category can be assigned per inventory item): Priority code based upon nature of inventory item (e.g., syringes are priority A)	Inventory	Inventory	Inventory	Inventory	Inventory	An item priority code may be added via PeopleTools for inclusion in the cycle count process	Inventory (add new items to the cycle count process)

F-IN 48.05	Generate cycle count lists by location in the warehouse according to the following priority categories (only one category can be assigned per inventory item): priority code assigned upon an expiration date of an inventory item (e.g., syringes are priority 1)	Inventory	Inventory	CO		An item priority code may be added via PeopleSoft for inclusion in the cycle count process	
F-IN 48.06	Prompt warehousemen to perform cycle counts based upon priority code assigned to inventory item via hard copy count sheet.	Inventory	Inventory	CO		An item priority code may be added via PeopleSoft for inclusion in the cycle count process	
F-IN 49 F-IN 4.02	Support business rules for surplus disposal	Inventory	Inventory	F			
	Inventory status categories to include: Obsolete	Inventory	Inventory	F			
F-IN 55	Generate a transaction listing, by item, over a defined date range.	Inventory	Inventory	R			
F-IN 7.01 F-IN 7.02	Inventory parts with a labor cost component: Rebuild parts from a core element (e.g., alternator)	Inventory	Inventory	CO		Inventory costs can be captured that include labor. An integration to a third party application capturing these costs would be required.	Inventory costs can be captured that include labor as a landed cost component. An integration to a third party application capturing these costs would be required.
	Inventory parts with a labor cost component: Parts built with inventoried material	Inventory	Inventory	CO		Inventory costs can be captured that include labor. An integration to a third party application capturing these costs would be required.	Inventory costs can be captured that include labor as a landed cost component. An integration to a third party application capturing these costs would be required.
F-PUR 49.05	Grant expiration date (if applicable)	Purchasing	Inventory	F		PeopleSoft does not capture the Grant Expiration Date on procurement transactions. This is stored as part of the Grant/Project profile.	PeopleSoft does not capture the Grant Expiration Date on procurement transactions. This is stored as part of the Grant/Project profile.

Item	Item Description	Item Category	Item Subcategory	Item Status	Item Notes
F - TR 28.01	Fixed to variable rate analysis	Deal Management, Risk Management	Deal Management, Risk Management	F	Risk Management is a data-driven application for evaluating risk. You define how the application works with risk data and models it through capture mechanisms. Risk Management can accommodate the models you define to address the dynamic nature of the market and the varying effects of the types of risk. You can use delivered, predefined functions and analytic programs through our partnership with FEA. You can access and communicate with third-party analytics through the Microsoft Excel, Component Object Model (COM), and the PeopleTools API.
F - TR 28.02	Variable to fixed rate analysis	Deal Management, Risk Management	Deal Management, Risk Management	F	See 28.01 above
F - TR 28.03	Inclusion of insurance / contract fees	Deal Management, Risk Management	Deal Management, Risk Management	F	See 28.01 above
F - TR 28.04	Sensitivity analysis to interest rate changes	Deal Management, Risk Management	Deal Management, Risk Management	F	See 28.01 above
F - AP-10	Call customer related checks via system interface (property tax related) without creating a vendor file.	Payables	Payables	F	
F - AP-68	Provide an authorization listing of approved vendor claims for funding prior to releasing checks or electronic payments.	Payables	Payables	F	
F - AP-94.02	Allow a transaction for retained County fund (e.g., services rendered on a deposit transaction) without generating a remittance to the County	Purchasing, Payables/Receivables/Billing	Purchasing, Payables/Receivables/Billing	F	
F - AP-17	Preserve customer history (e.g., payment transaction history) that is able to be accessed via inquiring on the customer record itself	Receivables, Billing	Receivables, Billing	CO	
F - AP-38	Allow a user to put during letters on hold at the invoice level.	Receivables	Receivables	CO	A hold at the invoice level may be added via PeopleTools
F - AP-40	Preclude suspension of during letters to a customer with 'Bankrupt' as status in the customer record	Receivables, Billing	Receivables, Billing		The ability to preclude during letters to customers in a bankrupt status may be added via PeopleTools

F-PR-15.01	Credit statistics, including NSF check	Reimburses, Billing Project Costing	Reimburses, Billing Project Costing	CO		The delivered PeopleTools can be used to create functionality that tracks revolving loan funds including associated interest and terms.	
F-GR-15.02	Track revolving loan funds including associated interest and terms.	General Ledger	General Ledger Project Costing			PeopleSoft General Ledger delivers the ability to grant costs across projects and project activities based on a variety of allocation methodologies. However, most customers enter transactions at the project/activity level and use allocations for items such as overhead allocations.	
F-PR-15.03	Speed project costs in a hierarchical structure, using schedule amounts						
F-PR-15.04	"Teller" function to capture each date at the grant header level. Grant application deadline	Grants	Grants	W		The delivered workflow tool can be used to create a workflow notification based on a grant closing date.	
F-PR-15.05	"Teller" function to capture each date at the grant header level. Grant closing date	Grants	Grants	W		The delivered workflow tool can be used to create a workflow notification based on a grant closing date.	
F-PR-15.06	"Teller" function to capture each date at the grant header level. Reimbursement deadline	Grants	Grants	W		The delivered workflow tool can be used to create a workflow notification based on a grant reimbursement deadline.	
F-PR-15.07	"Teller" function to capture each date at the grant header level. Report deadline	Grants	Grants	W		The delivered workflow tool can be used to create a workflow notification based on a grant report deadline.	
F-PR-20.01	Project manager contact information	Project Costing	Project Costing Project Costing	CO		The Project Costing application delivers user-definable fields associated with a project. The delivered PeopleTools can be used to rebuild and format the user-definable fields, as needed.	
F-PR-20.02	Department head	Project Costing	Project Costing Project Costing	CO		The Project Costing application delivers user-definable fields associated with a project. The delivered PeopleTools can be used to rebuild and format the user-definable fields, as needed.	
F-PR-20.03	Unit head	Project Costing	Project Costing Project Costing	CO		The Project Costing application delivers user-definable fields associated with a project. The delivered PeopleTools can be used to rebuild and format the user-definable fields, as needed.	
F-PR-40.01	Pay variances including overtime, sick days, holidays, etc.	Project Costing	Project Costing	F		The delivered PeopleTools can be used to rebuild and format the user-definable fields, as needed.	

IT 12.00	Uses a Web GUI interface with ability to customize the standard look and feel through common standards CSS or XSL.	All modules		F	F	This solution was completely rewritten for the Internet back in 1999. Common standards like the ones mentioned would be used to change the GUI.	This solution was completely rewritten for the Internet back in 1999. Common standards like the ones mentioned would be used to change the GUI.
IT 13.00	Provides said level edits to ensure validity of the data being entered into the system.	All modules		F	F		
IT 14.00	Enables on-the user help to make County-specific changes to help text, graphics.	All modules		F	F	The online help, which is placed on every page within the solution, are HTML pages which can be edited with any standard text editor.	The online help, which is placed on every page within the solution, are HTML pages which can be edited with any standard text editor.
IT 16.00	Browser compatibility IE 6 and greater, Firefox	All modules		F	F	Current certified versions for these browsers are IE 6, 7 and Firefox 2.0	Current certified versions for these browsers are IE 6, 7 and Firefox 2.0
IT 17.00	Display for user inquiry the related item preceding and/or following the current item on screen, within the flow of a process, (e.g. display previous / display next).	All modules		F	F	This is standard functionality.	This is standard functionality.
IT 18.00	On-line training and demo module included with application software.	All modules		F	F	The County can use our online help for this, but our online training tool, User Productivity Kit (UPK), is an additional training change.	The County can use our online help for this, but our online training tool, User Productivity Kit (UPK), is an additional training change.
IT 2	Security is required for each application with the ability to restrict levels of access by individual, role to said and function level.	All modules		F	F	This is standard functionality with the Percept security model. The only exception is it secures down to the page level. Field level security is accomplished with configuration.	This is standard functionality with the Percept security model. The only exception is it secures down to the page level. Field level security is accomplished with configuration.

EXHIBIT 6

APPENDIX L – CERTIFICATE OF COMPLIANCE

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The responses and representations provided on this document only apply to Oracle USA, Inc. and its employees located within the United States who will provide services in accordance with a resulting contract.

1. The chief executive officer of the Contractor's parent company is:

Larry Ellison

(Name)

500 Oracle Parkway, Redwood Shores, CA 94065

(Address)

1-800-ORACLE1

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

Oracle clarifies its response by stating that its Technical Support services (on-call, as needed software support and maintenance) and Advanced Product Support services are incidental to the delivery of its software program licenses. Oracle further states that it is a large company offering support for its software products 24 hours a day, seven days a week. Support is provided from Oracle's support centers located around the world. Oracle's support centers operate according to the normal business hours and laws and regulations of their individual locations.

3. In the past five years, Contractor X has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

Oracle was cited for one violation by OSHA, issued on January 5, 2007. The citation was reclassified as a level "other" of seriousness. Oracle paid the fine and the abatement of all items has been accomplished within the required amount of time.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

In the past five years, Oracle has been the subject of various routine administrative charges filed by current or former employees alleging potential violation of applicable federal and state laws. There are currently no such federal or state charges pending in the State of New York.

In September of 2004, the U.S. Department of Labor concluded an audit of the Oracle 401(k) Savings Plan. No action was taken by the DOL as a result of this audit; the DOL identified certain areas for remediation under ERISA, as well as the adequacy of the remedial steps taken.

1. Contractor agrees to permit access to work sites within Nassau County and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of non-compliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

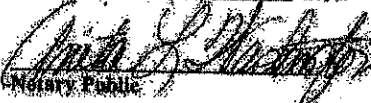
April 1, 2008
Date



Kevin Curry
Group Vice President, Public Sector

Sworn to before me this

1st day of APRIL, 2008.


Notary Public #1533800

MY COMMISSION EXPIRES:

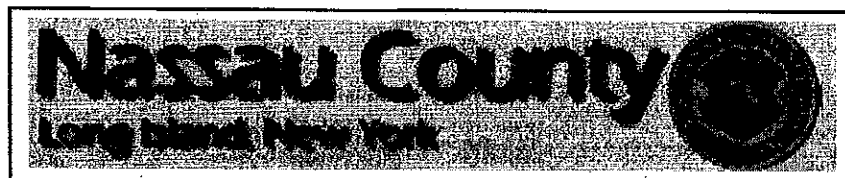
December 31, 2008



REQUEST FOR PROPOSALS FOR Implementation Partner for Enterprise Resource Planning (ERP) System RFP No. IT1114-0861

**ISSUING OFFICE:
Department of Information Technology
Nassau County
240 Old Country Road
Mineola, NY 11501**

November 2008



REQUEST FOR PROPOSALS

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PART I

OVERVIEW OF THE ERP PROJECT

I-1 Introduction.

County overview.

Established in 1899, Nassau County has a total land area of 287 square miles and a population of over 1.4 million, the County is bordered to the west by the New York City borough of Queens, to the east by Suffolk County, to the north by Long Island Sound and to the south by the Atlantic Ocean. Together, the northern and southern boundaries of the County comprise nearly 188 miles of coastline. The County includes 3 towns, 2 cities, 64 incorporated villages, 56 school districts and various special districts that provide fire protection, water supply and other services. Land uses within the County are predominantly single-family residential, commercial and industrial.

The government management organizational structure is based on the concept of vertical accountability, with each line of managerial responsibility referred to as a "vertical." There are five verticals: Public Safety; Health and Human Services; Parks, Public Works and Partnerships; Management, Budget and Finance; and Economic Development, as well as a group of departments that support all verticals such as the Office of the County Attorney, Information Technology and Human Resources. A Deputy County Executive is responsible for the management of each vertical and for the departments within it.

In March 2008, following a thorough requirements gathering process in which the County was assisted by Accenture LLP, the County issued an RFP to acquire software for a new Enterprise Resource Planning ("ERP") System to replace its current financial, payroll and human resources management systems. The County has evaluated competing proposals and expects imminently to acquire licenses for ERP software (as described in Exhibit 1 hereto) from Oracle U.S.A., Inc. (hereinafter, the "Software", the "Oracle Software" or the "PeopleSoft Software"). The commencement of services under any contract resulting from this RFP is contingent upon successful acquisition of the ERP software licenses from Oracle U.S.A.

The systems being replaced handle the financial and Human Resource functionality for the County. The financial system, NIFS (Nassau Integrated Financial System), was developed by KPMG. The system has been in production since 1999. The human resource system, NUHRS (Nassau Unified Human Resources System) was originally developed by AMS and was installed in the early '80s. The AMS system has been highly customized and is supported by County staff.

The NIFS system currently handles all of the financial needs for the County. The system performs the functions of general ledger, accounts payable, accounts receivable, purchasing, fixed assets, budget preparation, grants management, project cost accounting, inventory control and treasury management. The financial system has a Web based application (e-Procurement) which interfaces with the procurement application. The e-Procurement system provides for RFP postings, on-line vendor registration and distribution of information to the vendor community.

The ad-hoc reporting requirements for the financial system are performed through a data warehouse which currently manages nine years of information. The reports are generated using COGNOS and Impromptu.

The NUHRS system controls the Human Resource requirements for the County. This functionality includes payroll, position management, labor relations, human resource and benefits administration.

Legacy Technical Hardware

Both NIFS and NUHRS are mainframe applications. The applications are COBOL based and run on a Z-800 processor. The operating system utilized is ZOS version 1.7. The systems both execute under JES3. The systems were developed to make use of VSAM file structures. Both applications use an EMC DMX SAN array for storage.

The financial system also has a data warehouse that captures information for ad-hoc reporting. The data warehouse operates on a P-670 processor with an AIX operating system. The application was developed in COGNOS using ORACLE as the database.

The County's standard workstation configuration includes Dell and IBM desktops and notebook computers. The emulation package used by the County is IBM Personal Communications version 5.8. All of these devices are connected to the mainframe using an Ethernet one gig backbone network. The County uses Cisco 6500 series equipment with a 100 Base-T configuration. The network has failover capabilities.

I-2 Project Objectives. The County plans to address both the business and technology needs of the enterprise through the implementation of an Oracle ERP solution. The following are the major business objectives of the ERP project:

1. Replace the current financial system of the County.
2. Streamline the County's core financial and administrative processes through business process re-engineering in conjunction with the implementation of the ERP package.
3. Standardize business processes and practices to conform to County enterprise business policies, regulations or procedures, and collective bargaining agreements.
4. Eliminate administrative activities that add no value, such as redundant keying and redundant reconciliation of data.
5. Address the business requirements of County business units, both large and small, as well as those of the executive management team.
6. Capture and make available to department heads, fiscal officers, personnel administrators, and program managers information needed to effectively manage programs and measure their success and information that has often been hard to access, out-of-date, inaccurate or unavailable.
7. Provide business units, and specifically system users and functional managers, with the necessary technology, tools, and training to enable them to extract the data they require to meet their business needs.
8. Facilitate expanded financial reporting and analysis capabilities through definition and implementation of a new chart of accounts.
9. Provide employees, retirees, and fiduciaries with access, as appropriate, to personnel, payroll, time and attendance, benefit, and retirement information.

10. Enable the County to more efficiently conduct business with its customers, vendors and service providers through expansion of electronic commerce and banking.
11. Improve the County's ability to budget and measure program success based on performance metrics.
12. Improve the County's ability to conduct business, human resources and technology planning based on reliable, timely financial and HR data.

The following are the major technology objectives of this project:

13. Replace the current core financial, accounting, purchasing, planning, asset management, budget, and HR systems, based largely on out-of-date technology, with a proven ERP package that utilizes current, mainstream technology.
14. Simplify and integrate the County's core system infrastructure. Reduce the number of separate information systems, and the interfaces that connect them, running on different computers, written in different programming languages, and utilizing separate databases.
15. Eliminate business unit-level systems that perform basic administrative and financial functions that can and should be performed by the core systems.
16. Use the ERP system as an enterprise business backbone, or foundation upon which to automate additional business functions in the future in an integrated fashion.
17. Eliminate customizations to the software to hold down implementation costs, to support standardization of business practices, and to preserve the ability to upgrade to new versions as they are released.
18. Take advantage of the strengths of the internet and web services, to the extent appropriate, based on the County's technical infrastructure plan and the capabilities of the ERP software package selected.
19. Where necessary, provide standard interfaces between the ERP system and County business unit program-specific information systems that are consistent with the County's Enterprise Technical Architecture and Standards.
20. Assure the timely availability of historical financial and operational data in a format that permits trend analysis.

I-3 Project Scope. The County plans to implement the new ERP system in three phases as follows:

- **Phase 1: Core Financial Modules:** General Ledger, Accounts Payable, Purchasing, Accounts Payable, Asset Management, Project Costing, and Grants Management;
- **Phase 2: Human Resources Management System ("HRMS") Modules:** Human Resources, ePay, eProfile, Payroll, Time and Labor (to be integrated with the County's new electronic time and attendance system that is currently in production, "INTIME"); and
- **Phase 3: Extended Financial Modules:** Accounts Receivable, Treasury (consisting of Cash Management, Deal Management, and Risk Management), Inventory, Planning and Budgeting

It is critical that the vendor's implementation plan assure that legacy system operations continue uninterrupted while implementation is ongoing.

To further assist the Vendor (also referred to herein as the "Contractor") in sizing the scope of the project, the following financial statistics are presented:

Total Projected Operating Budget - Fiscal Year 2009: \$ 2,803,000,000
Total Operating Budget - Fiscal Year 2008: \$ 2,736,000,000
Collective bargaining units: 8

Additional information about the County, such as the County's Capital Plan, can also be found on our internet web site located at www.nassaucountyny.gov. There will also be additional information about the County, relevant to the ERP project, provided to potential bidders via a pre-bid contractor's conference.

Information about the conference and the types of information that it will contain is described in section IV-3.1, Vendor Conference of this RFP.

I-4 Possible ERP Project Timeframes. The following is a high-level view of possible project timeframes:

- Phase 1 Implementation begins: February 2009
- Phase 1 Implementation completed: December 2010
- Phase 2 Implementation begins: August 2009
- Phase 2 Implementation completed: August 2011
- Phase 3 Implementation begins: February 2010
- Phase 3 Implementation completed: September 2010

Note: These dates represent tentative goals and are subject to revision by the County in consultation with the selected vendor.

I-5 Project Governance and Roles. The project is headed by an executive steering committee. This committee is chaired by the Chief Information Officer (CIO)/Commissioner of Information Technology, and will consist of representatives from agency users. The committee will approve all major project decisions, resolve or decide issues that are raised to it, and monitor project status. The integrator will be in charge of day-to-day project management and be responsible for producing the deliverables specified in their proposal. Overall project management, including vendor management and quality assurance, will be the responsibility of a team of project directors representing the three lead business units on the project, which are Finance, Human Resources and Information Technology. Working with the project directors and integrator on system requirements and business process issues will be three advisory committees, one for Finance (composition - ie: Accounting, Treasury, Budget Prep, Purchasing), one for Human Resources (functions) and one for Information Technology (Standards & Infrastructure.)

The Finance advisory committee will be made up of designees from the Comptroller, Treasurer, OMB plus representatives from other applicable business units, yet to be determined.

Human Resources advisory committee will be made up of HR, Civil Service, Labor Relations, Comptroller, and Office of Management & Budget.

The Information Technology Standards & Infrastructure advisory committee will be made up of a cross-section of IT department resources with responsibilities for the County's enterprise technology architecture and standards associated with information systems development and support, data management, security, network management and communication systems plus representatives from other applicable business units, also yet to be determined.

It is envisioned that these advisory committees will likely have subcommittees, including subject matter experts from the business units, addressing specific business process and/or technological issues.

Each County business unit will be asked to assign at least one liaison to the project. Large business units may be asked to assign more than one. Business units will be asked to assign liaison(s) with knowledge of their specific business unit's financial and administrative operations. The project team will work through these liaisons to gather/validate business unit requirements, and to identify and resolve business process issues.

The organization of the project team, other than what is described above, has not been finalized. One likely aspect of the project team organization is that there will be separate teams working on accounting, finance, treasury, human resources and technical infrastructure.

PART II

GENERAL INFORMATION / ADMINISTRATIVE REQUIREMENTS

II-1 Issuing Office. The issuing office for this Request for Proposal (RFP) is the Department of Information Technology, Nassau County, NY.

Mr. Robert J. Checca
Commissioner
Department of Information Technology
Nassau County
240 Old Country Road
Mineola, NY 11501
(516) 571-4265

All questions and other communications pertaining to this RFP must either be directed in writing, in sealed envelopes or cartons, to the following address:

Department of Information Technology
Attn: Keith Hill
240 Old Country Road,
Mineola, NY 11501

Or via email to the following address: NCERPPProject@nassuacountyny.gov

Clearly indicate that it is in reference to RFP #IT1114-0861.

II-2 Vendor Responsibilities. The selected vendor will be required to assume responsibility for all services offered in its proposal whether or not it directly provides them. Further, the County will consider the selected vendor to be the sole point of contact with regard to contractual matters.

II-3 Subcontracting. Any use of subcontractors by a prime contractor must be identified in the quote. During the project period use of any subcontractors by the selected prime contractor, that were not previously identified in the quote, must be approved in writing by the County prior to any work being done.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. Multiple responses under any of the foregoing situations may cause the rejection of any or all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

II-4 Minimum Vendor Background Checks. The prime contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to County facilities, either through on-site access or through remote access.

Before the County will permit access to the vendor, the vendor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a vendor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a weapon, breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the vendor shall not assign that employee to work under the County contract. , Where the employee has already been assigned to work under the County contract, s/he shall be removed from such assignment and shall lose access privileges until such time, if ever, the agency consents to the access, in writing, prior to the access. The agency may withhold its consent in its complete and sole discretion. Failure of the vendor to comply with the terms of this paragraph may result in default of the vendor under its contract.

II-5 Resources. The County is planning to provide space for a project office, large enough to accommodate the project team. The County 's intent is for all vendor resources to conduct business on-site at the designated work location and vendors should assume there will be no remote access to County computer systems.

The designated work location and location for project coordination will be:
Department of Information Technology
Nassau County
240 Old Country Road
Mineola, NY 11501

The County will provide vendor resource(s) access to a County standard personal computer system(s) and County standard desktop software. The vendor will be responsible for providing any other needed equipment, desktop software, supplies, clerical assistance and/or administrative support.

II-6 Project Leader/Staff. The vendor must further represent and warrant that all staff to be assigned to the project will not be removed from the project without the express written consent of the project directors, including approval of the replacement. Such consent will not be unreasonably withheld.

II-7 County Participation. The County anticipates a 70% (vendor) and 30% (County) work split for the implementation of this project.

II-8 Policies and Procedures. The vendor awarded this contract will be responsible for adhering to all applicable County policies and procedures. These policies and procedures will be provided to the vendor prior to commencement of actual work under this contract. Violation of any of these policies and procedures by the vendor, its agents or subcontractors, while performing work under this contract, may result in immediate termination of the contract.

II-9 Information Handling. The nature of this project requires handling of sensitive information. All staff assigned to the project by the selected vendor will be required to sign a confidentiality statement to ensure this information is not used by the selected vendor or given to another vendor for the purpose of competitive advantage in current and future business activities with the County. The selected vendor is responsible for ensuring that adequate measures are in place to minimize the access, copying and distribution of such information during work on this project. The selected vendor is responsible for proper disposal (i.e. shred, surrender) of both hard and electronic working copies of such sensitive information during work on this project, as well as any remaining information upon the completion of the project.

II-10 Proposals. To be considered, vendors should submit a complete response to this RFP, using the format provided in Part IV - Proposal Requirements and Process. No other distribution of proposals will be made by the vendor. Vendors must conform with all RFP instructions and conditions when responding to this RFP. The County, at its discretion, may reject as nonconforming any proposal that deviates significantly from the specifications of this RFP. Proposals must be signed by an official authorized to bind the vendor to its provisions and include the vendor's Federal Identification Number.

For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected vendor will become contractual obligations if a contract is entered into. Each and every vendor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or facsimile notice (facsimile number: (516) 571-3918) received at the County's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

However, if the vendor chooses to attempt to provide such written notice by facsimile transmission, the County shall not be responsible or liable for errors in facsimile transmission.

A proposal may also be withdrawn in person by a vendor or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification, which complies, with the requirements of this RFP.

II-11 Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. Failure to meet this requirement may result in disqualification of the proposal.

II-12 Exclusion of Taxes from Prices. The County is exempt from the payment of excise and sales taxes imposed by the Federal Government and State of New York.

II-13 Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Each proposal page should be numbered for ease of reference and should include index tabs denoting each section.

II-14 Rejection of Proposals. The County reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing vendors.

II-15 Incurring Costs. The County is not liable for any cost or expenses incurred by vendors prior to issuance of a contract.

II-16 Amendment or Cancellation of RFP. The County reserves the right to amend or cancel this RFP at any time if it deems it to be in the best interest of the County to do so.

II-17 Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be emailed to all vendors on the State list to whom this RFP is being sent.

II-18 Discussions for Clarification. Vendors who submit proposals may be required to make an oral or written clarification of their proposals to the County to ensure thorough mutual understanding and vendor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

II-19 Best and Final Offers. To obtain best and final offers from vendors whose proposals are determined by the County, in its sole discretion, to be reasonably susceptible of being selected for award, the County may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

II-20 Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any the County, State, or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of Nassau County and may be returned only at the County's option. Proposals submitted to the County may be reviewed and evaluated by any person other than competing vendors at the discretion of the County. The County has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

II-21 Execution of Contract. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "D" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

This RFP and the proposal will likely be attached to the contract as exhibits.

If for some reason the County fails to reach consensus on the issues relative to the contract, then the County may commence contract negotiations with the vendor who submitted the next best proposal and so on until either a contract is executed or the County decides to start the RFP process again.

II-22 Award of Contract.. The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

II-23 Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end four years from that date, with an option to renew the contract for two (2) additional one (1) year periods at the sole discretion of the County. The Effective Date shall be the date the contract is executed by the County.

II-24 Debriefing Conferences. Vendors whose proposals are not selected will be notified of the name of the selected vendor and will be given the opportunity to be debriefed, at the Vendor's request. The vendor will not be compared with other vendors, other than the position of its proposal in relation to all other proposals for each criterion for selection.

II-25 Oral Agreement or Arrangements. Any alleged oral agreements or arrangements made by vendors with any County business unit or employee will be disregarded in any County proposal evaluation or associated award.

II-26 Insurance. (a) Types and Amounts. The Vendor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability

insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per occurrence, (iii) compensation insurance for the benefit of the Vendor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) performance bond in the amount equal to twenty percent (20%) of the proposal cost, and (v) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

II-27 Vendor Presentation of Supporting Evidence/Surety. Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the County deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

II-28 News Releases. News releases pertaining to this project will not be made without prior County approval, and then only in coordination with the Issuing Office.

II-29 Inspection of Work Performed. During the course of the project, the County and its authorized representatives shall be allowed access to inspect all vendor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor. The County will retain ownership of all work products developed by the vendor as a result of the project.

II-30 Restrictions on Contacts with County Personnel. From the date of release of this RFP until a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the County are restricted. During the same period, no prospective vendor shall approach personnel employed by or under contract to the County or any other entity participating in the evaluation of proposals, or any other related matters. An exception to the foregoing will be made for vendors who, in the normal course of work under a valid contract with the County, need to discuss legitimate business matters concerning the relationship of their work.

Violation of these conditions may be considered sufficient cause by the County to reject a vendor's proposal, irrespective of any Consideration.

II-31 Offer of Gratuities. The vendor warrants, represents, and certifies that no appointed official or employee of the County has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the County if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendor agent(s), representative(s) or employee(s).

II-32 Vendor's Representations and Authorizations. Each vendor by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the vendor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the County of the true facts relating to the submission of this proposal.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other vendor or potential vendor.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a vendor or potential vendor, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the vendor, the vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the vendor in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the vendor and except as otherwise disclosed by the vendor in its proposal, the vendor has no outstanding, delinquent obligations to the County or State, but not limited to, any county or state tax liability not being contested on appeal or other obligation of the vendor that is owed.
- h. The vendor is not currently under suspension or debarment by the County or State, or any other state, or the federal government, and if the vendor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. Each vendor, by submitting its proposal, authorizes the County to release to the County information related to liabilities to the County including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

II-33 Disclosure of Proposal Contents. The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Vendors should indicate any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Vendor in advance of such disclosure to enable the Vendor to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

PART III

SCOPE OF WORK/WORK STATEMENT

III-1 Scope of Work. We are requesting that in response to this RFP, vendors propose an implementation methodology and approach that they would follow in implementing an ERP system for the County. They should within this methodology produce a project plan and timeline for the system implementation phases identifying all of the tasks required to put into production a new, integrated core administrative and financial ERP system. Some of the key issues to be addressed are the implementation approach, the target implementation dates for each phase, and the scope of each phase.

The vendor should provide a recommendation on how the County should approach staffing requirements associated with maintaining legacy system operations and other daily responsibilities for those County staff members who are assigned to the project full time.

The vendor should also provide recommendations on the size and skills of the support team that the County will require to support the ERP system after it goes into production.

Specific tasks to be performed in this phase include, but are not limited to, the following:

- Providing day-to-day project management for the system implementation phase.
- Performing a gap analysis to determine County business process requirements that are not addressed by the ERP package as delivered, and to identify how these gaps will be handled.
- Mapping out and assisting in implementation of new business processes to complement the ERP system.
- Installing and configuring the ERP software.
- Providing assistance, as necessary, in the installation of the hardware and networking infrastructure for the ERP system.
- Providing assistance as necessary for converting data from legacy systems into the ERP system.
- Developing a training plan and executing it.
- Providing assistance as necessary in the development of user procedures.
- Developing a system test plan and conducting the system testing.
- Produce test scripts for user testing.
- Planning and coordination of user acceptance testing.
- Providing assistance as necessary in the development, programming, testing and documenting of any necessary interfaces or additional reports.
- Develop a plan to assure legacy system functionality until new system is operational.
- Providing production system support for a 90 to 120 day timeframe after the system goes live to ensure the system is stable.

In the proposal the vendor should include or respond to the following:

1. Define the methodology to be used to implement the Oracle ERP system.
2. Identify keys to success for an Oracle ERP system implementation of this size and scope.

3. Provide information about how long other large-scale Oracle ERP implementations your company has conducted have taken to complete and how applicable they are to the County's project.
4. Provide a sample implementation plan from an Oracle ERP implementation of a similar scope, from a public sector client.
5. Provide a project plan and timeline identifying the tasks and timeframes for completing the System Implementation Phase of this ERP project
6. Provide a budget and costs for the System Implementation Phase of this ERP project.

PART IV

PROPOSAL REQUIREMENTS AND PROCESS

IV-1 Proposal Format. For consistency and to facilitate evaluation of all responses, vendor proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

Each vendor must submit six (6) written copies of the proposal in ring binders and a CD that contains the full proposal content.

Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows:

- (i) Technical Submittal, in response to Sections IV-1, Items 1 thru 10;
- (ii) Cost Submittal, in response to Section IV-1, Item 11;

The County reserves the right to request additional information which, in the County's opinion, is necessary to assure that the vendor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract.

The County may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish to the County all such information and data for this purpose as requested by the County. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the agreement and to complete the work specified.

1. Transmittal Letter

The letter should contain a brief statement of the vendor's understanding of the work to be done. The letter should also identify any requirements that the vendor has not addressed in the proposal and the justification. The letter should indicate the name, title, address, e-mail address, fax number, and telephone number of the vendor's primary contact for the project and be signed by an individual authorized to commit the company to a project of this scope.

2. Table of Contents

Provide a table of contents listing each section of the proposal, including the attachments specified in this RFP and any additional materials submitted.

3. Executive Summary

The executive summary should provide a concise summarization of the services being offered to meet the County's needs, the vendor's approach to providing the services, and why it is the approach the County should decide to follow. Similarly, the vendor should summarize their qualifications to assist the County in the selection and implementation of an Oracle ERP system, and why the vendor is best qualified to perform this engagement.

4. Approach to the Implementation Phase

The vendor should present how they would perform the work defined in section III of the RFP. The proposal should provide an overview of how the services would be performed and the advantages of the recommended approach. Specifically, the vendor should define how the services would be performed, what deliverables would be produced, and the advantages of the recommended approach. Then, the vendor should respond to each of the specific points listed.

5. Proposed Project Team

5.1 Identify the project team, including any sub-contractor resources, you will assign to the project, if awarded the contract. Define specific roles and responsibilities for each person assigned to the project, and indicate the applicable labor category for each. Specify the level of involvement planned for advisors and other personnel who will not be assigned to the project full time.

5.2 Provide resumes for the proposed project director, project managers and senior analysts, and all other vendor and sub-contractor resources to be assigned full time to the project, as well as for others who will play substantive advisory or consulting roles. The resumes should clearly identify the qualifications, capabilities, and experience relevant to this project, and in particular their prior experience working on Oracle implementations of financial and human resource management systems.

5.3 The County is committed to the inclusion of minority and women firms in contracting opportunities. Describe what efforts you will make to utilize currently certified MWBE business enterprises as subcontractors. Indicate the types of services they could provide and the extent to which those services might be provided by the subcontractors.

6. Qualifications

6.1 Provide a description of your company including the scope of the business, organizational structure, office locations, personnel, company history, and financial information to establish your company's financial viability.

6.2 List no more than ten engagements where your company has assisted a public sector client in an enterprise-wide implementation and been the primary implementation services provider for an enterprise-wide implementation of an Oracle ERP software package. For each engagement, describe the project, start and end dates, the functions/modules implemented, your role, and the subsequent outcome. Address how the experience gained from this engagement can be applied to the County's ERP

project and how it qualifies you to be the systems integrator/project manager for the County's ERP implementation.

6.3 Provide the names of three references from projects listed in Section 8.2. Provide the person's title, address, phone number, e-mail address, and role performed on the project.

6.4 Provide a list of clients from the public sector, for whom you have been the primary implementation services provider on an Oracle ERP project. For each, identify the functions/modules implemented and the date of implementation. Include projects that are underway but not yet complete. Provide contact information if available and appropriate.

6.5 Disclose any legal, organizational, business partner or alliance relationships your company has with Oracle U.S.A., Inc. Describe the nature of the relationship.

6.6 Provide any information on any industry accepted best practices that your company has adopted or attained certifications in such as ISO 9001 or the Software Engineering Institute's (SEI) Capability Maturity Model (CMM).

7. Exceptions to the RFP.

Vendor will identify any exceptions to the requirements of this RFP. Vendor's failure to object or to request additions will result in its waiving its right to do so later, but the County may consider late objections and additional requests if it is in the best interest of the County to do so. As discussed below in the evaluation section, any exceptions to the RFP will be weighed and evaluated by the County in evaluating the vendor's proposal.

8. Attachments

Vendor should provide all attachments in response to those that were specifically requested in this RFP, as well as, any that the vendor wants to provide for the County's additional consideration or clarification of information.

9. Cost Proposal

The vendor must complete two cost schedules. The vendor must provide a total dollar cost bid including hourly rates for the staff being proposed to perform the services identified in this RFP. The hourly rates identified should be "all-inclusive" hourly rates that include all indirect costs. The hourly rate must include any other costs or expenses such as travel, lodging and meals that may be incurred by the project team for the duration of the project.

The second schedule to be completed shows the costs associated with each PeopleSoft module to be installed.

The prices quoted should be good for 120 days after the proposal has been submitted and for the duration of the contract. The County reserves the right to negotiate any and all rates at the time of the contract.

Use the cost proposal format and instructions, shown on the next pages, and provide a separate breakout for costs.

Include the hours/rates/cost of project management. Add appropriate labor categories as applicable and as described in the cost proposal form instructions.

Any costs not provided in the cost-plus proposal will be assumed as no charge to the County. Only work satisfactorily performed after execution of a written contract, after the vendor's receipt of a notice to proceed from the County and after the contract term has begun will be reimbursed.

Nassau County
RFP #IT1114-0861

Cost Proposal Form

Vendor Company Name: _____ Date: _____

Work Activity: _____

LABOR COSTS

	Proposed Number of Positions	Average Hourly Rate	Estimated Number of Hours	Total Cost
Project Director(s)				\$
Project Manager(s)				\$
Business Process Manager:				\$
Software Product Manager:				\$
Design & Development Specialists:				\$
Software Product Specialist:				\$
All other position classifications (please detail individual positions as above)				\$

Work Activity Total Hours: _____

Work Activity Total Labor Costs: \$ _____

Rate Fee (Profit) _____ % \$ _____

TOTAL PROJECT COSTS: Last line of Total Project Cost Bid Sheet \$ _____

Cost tables by module

Financials				
Treasury				
Financials Portal Pack				
Purchasing				
Inventory				
eSupplier Connection				
eProcurement				
Strategic Sourcing				
Supplier Contract Management				
Asset Management				
Project Costing				
Contracts				
Grants				
Expenses				
Program Management				
Planning & Budgeting				
Scorecard				
EPM Portal Pack				
Performance Management Warehouse				
Portal				
Supplier Rating System				
Human Resources				
Payroll				
Absence Management				
Time and Labor				
Recruiting Solutions				
ePerformance				
Benefits Administration				
eCompensation				
HRMS Portal Pack				
Learning Management				
Workforce Scorecard				
Hyperion Planning - System 9				
Hyperion Workforce Planning				
Hyperion Capital Expense Planning				
Hyperion Perf Scorecard - System 9				

	Subtotals:				
User Productivity					
UPK Human Resources					
UPK Payroll					
UPK Benefits Administration					
UPK Time & Labor					
UPK ePay					
UPK eProfile					
UPK eBenefits					
UPK ePerformance					
UPK Learning Management					
UPK General Ledger					
UPK Receivables					
UPK Payables					
UPK Asset Management					
UPK Project Costing					
UPK Contracts					
UPK Grants					
UPK Expenses					
UPK Planning & Budgeting					
UPK Billing					
UPK Purchasing					
UPK Inventory					
UPK eProcurement					
User Productivity Kit - Developer					
User Productivity Kit - Employee					
Oracle Technology Products:					
Oracle Diagnostics Pack					
Oracle App Mgt Pack for Peoplesoft					
Oracle App Mgt Pack for Peoplesoft					
Oracle Bus Intel Mgt Pack					
Oracle Bus Intel Suite EE plus					
Oracle Bus Intel Server Adm					
	Subtotals:				
Utilities:					
Oracle DBEE					
Oracle RAC					
Oracle Tuning Pack					
Oracle Configuration Manager					
Oracle Provisioning Pack					
Oracle Diagnostics Pack					
Oracle Change Management					

Fusion Middleware for PSFT				
OBIEE +				
Oracle App Mgt Pack for Peoplesoft				
Oracle App Mgt Pack for Peoplesoft				
Oracle Bus Intel Mgt Pack				
Subtotals:				
Totals:				

Please Note: The version of software to be implemented is Version 9.0.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____ (Signature)

PRINT NAME: _____ **DATE:** _____

INSTRUCTIONS FOR PREPARING COST PROPOSAL FORM

If any sub-contractors are anticipated, a separate cost proposal sheet for each sub-contractor's portion of the work. Each sub-contractor's cost proposal shall follow the same format as stipulated for the prime contractor. Total sub-contractor(s) costs for each work activity should also be reflected as a single line item on the prime contractors cost proposal sheet.

COST PROPOSAL FORM INSTRUCTIONS

The preferred method is for the Vendor to specify the number of proposed employees that will work on the project.

For team members at the classification level of Project Director and Project Manager, the specific employee's name and classification must be provided. Where a specific employee is named, provide the actual all-inclusive hourly wage rate and the number of estimated hours to be worked by that employee.

Where only the classification is listed, provide the average all-inclusive hourly wage rate for that classification as well as the all-inclusive hourly salary range for the classification. Detail each role or title proposed for this project.

Provide a subtotal of the estimated number of hours and corresponding all-inclusive labor costs.

Provide the percentage and dollar amount proposed for the fee (profit). The Vendor should be aware that the fee (profit) percentage is subject to negotiation.

Provide/reflect the total sub-contractor(s) costs as a single line item on the prime contractors cost proposal sheet.

IV-2. Submittal Procedure. To be considered, proposals should arrive at the address listed below, on or before 2:00 PM, Wednesday, December 17, 2008.

Vendors should submit proposals in sealed envelopes or cartons clearly identifying the RFP number (IT1114-0861) in accordance with the requirements outlined in this document. Ten (10) hard copies of the proposal, including one (1) original master copy, signed in ink, are to be submitted. One electronic copy in Adobe Acrobat 6.0 format or Microsoft Word on a CDROM must also be submitted. The hard copies and disk should be submitted to:

Department of Information Technology
Attn: Keith Hill

240 Old Country Road,
Mineola, NY 11501

Vendors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Proposals received after the response date and time may be rejected and will be considered only if the County determines it is in its best interests to do so. If, due to weather, natural disaster, or any other cause, the County office location to which proposals are to be returned is closed on the proposal

response date, the deadline for submission shall be automatically extended until the next County business day on which the office is open, unless the vendors are notified otherwise by the County.

The time for submission of proposals shall remain the same.

Vendors may submit their proposal any time prior to the above stated deadline.

IV-3. Activities Conducted after Release of the RFP.

1. Vendor Conference

A pre-proposal vendor's conference will be held on December 2, 2008 at 2:00 PM in Room 340, 1 West Street, Mineola, NY 11501. Vendors are encouraged to submit their questions in advance via e-mail to

NCERPPProject@nassuacountyny.gov

All vendors to whom this RFP is being sent will be provided with the answers to all questions, whether submitted in advance or raised at the conference, in the form of an Addendum to the RFP, posted on the County's Internet web-site at www.nassuacountyny.gov. No questions will be answered prior to the vendor's conference.

2. Vendor Questions

It shall be the proposer's responsibility to ask questions, request changes or clarifications, or otherwise advise the Nassau County Department of Information Technology if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

The County will attempt to reply to any written vendor questions, which it receives no later than seven (7) business days before the due date for proposals to be submitted. Questions raised after the vendor's conference can be submitted by email as defined in number 1, above. The County does not guarantee a response to questions received less than seven business days before the due date. Responses will be e-mailed to all vendors on the list of the State Office of General Services to whom this RFP is being sent.

3. Initial Review of RFP Responses

The County will open only those proposals received by the due date and time specified within this RFP, unless the County determines it would be in its best interest to review a late proposal.

Immediately upon opening, the County will review each proposal for vendor compliance with the instructions and conditions applicable to this RFP. The County, at its option, may seek vendor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The County will evaluate only proposals complying with the administrative requirements of this RFP.

5. Evaluate Proposals

The County will evaluate the proposals (including information which is appended, attached, and/or enclosed) against all RFP requirements, using a methodology and criteria developed specifically for this vendor selection. See Section V below.

6. Oral Presentations

Oral presentations by selected vendors may be required at a place and time designated by the project directors.

7. Notification of Awards

The County will notify vendors who submit proposals about any award issued by the County as a result of this RFP. Vendors not selected may request a debriefing from the County. Such a request should be made within two weeks of the notification of award.

8. Planned Schedule of RFP Activities

- Issue RFP: [November 13, 2008
- Pre-bidder's Conference: Tuesday, December 2, 2008 (Room 340, 1 West Street, Mineola, NY 11501 at 2:00 PM)
- Proposals Due: December 17, 2008(by 2:00 PM)
- Vendor Oral Presentations: Week of January 5, 2009
- Selection of Vendor/Proposal Announced: January 30, 2009]

NOTE: The above dates represent a tentative schedule of events. The County reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

PART V

CRITERIA FOR SELECTION

V-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a vendor; (b) properly signed by the vendor; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

Any proposals not meeting these minimum criteria may be eliminated.

V-2. Proposal Evaluation and Vendor Selection Approach. The County intends to select the vendor that provides the County with the "best value" proposal for this project as defined by Section 163(1)(j) of the State Finance Law. The "best value" proposal is defined as the proposal which "optimizes quality, cost and efficiency among responsive and responsible offerers". Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the County. Initially, the Committee will review each proposal to determine if it is responsive to all proposal requirements. Any non-responsive proposals shall be eliminated. The committee ultimately will recommend for selection the proposal, which is deemed by the evaluation committee to provide the best value to the County, in accordance with criteria set forth in the request for proposals, including financial and technical factors. The evaluation of the vendor's written proposals may require clarification and verification through oral presentations as well as through telephone, email or mail correspondence with authorized vendor representatives, and interviews with references for the vendor. The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.

V-3. The following evaluation factors will be used by the evaluation team to evaluate the proposals and to determine the best value.

A. Understanding the Problem. This refers to the vendor's understanding of the County needs that generated the RFP, of the County's approach, objectives, scope and strategies in asking for the services (identified in Part I of the RFP) and of the nature and scope of the work involved (identified in Part III of the RFP). Exceptions taken by the vendor to the County's RFP may affect their score on this evaluation criterion. (15%)

B. Vendor Qualifications. This refers to the ability of the vendor to meet the terms of the RFP, especially the time constraint (Part I, Section 7) and the quality, relevancy, and recent studies and projects completed by the vendor (Part IV, Sections 1.8.2 thru 1.8.6). This also includes the vendor's financial ability to undertake a project of this size (Part IV, Section 1.8.1). (20%)

C. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the project by the vendor (Part IV, Section 1.7.1 thru 1.7.4). Qualifications of professional

personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in this RFP. Particular emphasis will be placed on proposed project team experience in conducting an Oracle ERP system implementation for a public sector industry client similar to the County. Also, particular emphasis is placed on the qualifications of the project director and project manager. (15%)

D. Soundness of Approach. Emphasis here is on the techniques and methodology proposed for Implementation. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet County goals and objectives (Part IV, Sections 1.4 thru 1.6). Exceptions taken by a vendor to the County's RFP may affect their score on this evaluation criterion. (30%)

E. Cost Proposal While this area may be weighted heavily, it will not normally be the deciding factor in the selection process (Part IV, Section 1.11). (20%)

Appendix A - Project experience and staffing

Please provide a complete written description for each of the following items:

- a. Staffing: Biography of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of implementing Oracle ERP solutions.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

Appendix B - Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Federal I.D. Number: _____

5) Dun and Bradstreet number: _____

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No _____ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No _____ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ___ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ___ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2008

Notary Public

Name of submitting business: _____

By: _____
Print name

Signature

Title

Date / /

Appendix C- PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds a ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____
SSN _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☐ YES ☐ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☐ YES ☐; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☐ YES ☐ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
 - a. Been debarred by any government agency from entering into contracts with that agency? NO ☐ YES ☐ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☐ YES ☐ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☐ YES ☐ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☐ YES ☐ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
 - a) Is there any felony charge pending against you? NO ☐ YES ☐ If Yes, provide details for each such charge.

- b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ____ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ____ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ____ If Yes, provide details for each such year.

CERTIFICATION

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I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2008.

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

Appendix D – Standard Clauses for Nassau County Contracts

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Exhibits EE and U attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Confidentiality. Each party will maintain the confidentiality of, and will not disclose or use any Proprietary Information of the other, without the prior express written consent of the party to whom the Proprietary Information belongs (the "Owner"), except as permitted by this Agreement. Each party agrees that it:

(a) will limit access to the Proprietary Information of the Owner only to those of its employees, consultants or agents who require access to the Proprietary Information; and

(b) will ensure that those persons are bound by confidentiality obligations to the Owner no less strict than those set out in this Agreement. Both of us agrees that a breach of the confidentiality obligations by the other party will cause immediate and irreparable monetary damage to the other party and that the other party will be entitled to injunctive relief in addition to all other remedies.

(c) for purposes of this agreement, the term "Proprietary Information" shall mean:

(i) the software and documentation, any third party software licensed with or as part of the software, and all current and future benchmark results, product or pricing information, business practices, installation techniques, maintenance procedures, services and support, methods, strategies, plans, and any information identified or reasonably identifiable as confidential and proprietary ("Contractor Proprietary Information"), and

(ii) any information identified by the County or reasonably identifiable as confidential and proprietary ("County Proprietary Information"); provided that Proprietary Information will not include information which: (A) is or becomes publicly available through no act or failure of the receiving party, (B) was or is rightfully acquired prior to receipt from the disclosing party, (C) becomes independently available to the receiving party without breach of this Agreement as evidenced by relevant business records, or (D) the receiving party is lawfully required to disclose to any governmental agency or is otherwise required to disclose by law, provided however that before making such disclosure, the receiving party will give the disclosing party adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

5. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all

approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

6. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any claim for any infringement of intellectual property rights as indicated in "Patent / Copyright / Trademark / Trade Secrets Claims" Section below.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

7. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) performance bond in the amount equal to twenty percent (20%) of the proposal cost, and (v) such

additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

8. Patent/Copyright/Trademark/Trade Secrets Claims:

(a) The Contractor will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) (i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration to be paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the

Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; (ii) made without the Contractor's approval; or (iii) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

9. Right to Works/Intellectual Property Rights

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed maps, electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, except solely the specific modifications made by the County, which modifications shall be owned by the County.

(d) Where applicable, works for authorship created by the Contractor for the County in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

10. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement

shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$100,000	\$266
\$100,001 or more	\$533

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

EXHIBIT EE

Appendix EE - Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent

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feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten

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days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include

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agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and

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capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX D

Contract Appendix U

Local Law No. 19 - 2003

**A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE
WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.**

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written license with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-license with any of the above.
- D) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I) "Human Services License" shall mean a County license, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

-
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, ~~as the case may be, shall provide a certification, subscribed by such awardee,~~

recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

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- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
- 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
 - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
 - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority

authorization card agreement.

- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or

unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

Appendix L - Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Proposer/Bidder does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Proposer/Bidder establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Proposer/Bidder

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated _____

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2008.

Notary Public

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THIS DOCUMENT IS DOUBLE SIDED

Contract ID#: CFT09000001



Department: Information Technology

Contract Details

E-277-14
SERVICE: ERP System PeopleSoft
Software Maintenance

NIFS ID #: CLIT14000017

NIFS Entry Date: 10/23/14

Term: from 05/29/2009 - 05/31/2019
(for 2014/2015 Year)

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Oracle America, Inc.	Vendor ID# 942805249-01
Address 500 Oracle Parkway Redwood Shores, CA 94065	Contact Person: Stephen H. Bobarakis
	Phone (212) 520-9027

County Department	
Department Contact Keith Hill	****Please return final, completed contract to Peggy Brown
Address 240 Old Country Road, Room 613 Mineola, NY 11501	
Phone (516) 571-4150	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	11/4/14		
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	11/3/14		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/19/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/19/14		
11/19/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/19/14		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/20/14		
	County Attorney	NIFS Approval <input type="checkbox"/>	11/24/14		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/24/14		
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/24/14		



Contract Summary

Description:

Software to replace the County's major systems that include the enterprise-wide financial system (NIFS) and the human resources management system (NUHRS.) Additional capabilities include inventory, grants and contract management, performance and program management, and a planning and budget module. This amendment will cap the cost of annual maintenance and support for Oracle/PeopleSoft software at 0% so the annual cost of maintenance and support will be fixed at \$345,258.35 for a period of five years. This amendment will also provide \$345,258.35 for the 2014/2015 Oracle/PeopleSoft software maintenance and support renewal and increase the maximum amount to \$1,726,291.75 to provide for five years total of PeopleSoft maintenance and support. This five year 0% uplift cap will potentially save the County \$34,990.70 over five years by locking in the rate for that period.

Purpose:

Information Technology plans to address both the business and technology needs of the County (enterprise) through the implementation of an Enterprise Resource Planning solution. The following are the major business objectives of the ERP project: 1) Replace the current financial system; 2) Replace the current human resources management system; 3) Address business requirements of County departments and agencies by reviewing and improving processes and procedures; 4) provide employees, retirees, and fiduciaries with self-service features for improved administration and management; 5) Provide business units, and specifically system users and functional managers, with the necessary technology tools and data to support their business mission.

The purpose of this amendment is to cap the cost of Oracle/PeopleSoft maintenance and support at 0% for five years and to encumber funds for Oracle/PeopleSoft software maintenance and support for fiscal year 2014/2015 for the ERP Project. This amendment will ensure uninterrupted service. The maintenance runs from 06/01/14-05/31/15.

Method of Procurement:

Request for Proposal.

Procurement History:

The contract was originally executed by Nassau County on May 29, 2009. This is an amendment pursuant to the contract. The original contract was entered into after a written request for proposals was issued on March 3, 2008. Potential proposers were made aware of the availability of the RFP by newspaper advertisement, posting on website, mailing, etc. Twenty Six (26) potential proposers requested copies of the RFP. Proposals were due on April 2, 2008. Three (3) proposals were received and evaluated. The evaluation committee consisted of: J. Siegel, A. Sousa, M. Doxey, J. Hannel, R. Mintz, G. Schiller, D. Swirloff, T. Killeen, G. Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Ghisone, B. Paul, C. Lott, F. Ryan, P. Reinharz and M. Wong. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

Description of General Provisions:

This contract is to license the selected Oracle/PeopleSoft system.

Impact on Funding / Price Analysis:

\$345,258.35 for FY 2014/2015 Oracle/PeopleSoft maintenance and support.

Change in Contract from Prior Procurement:

Maintenance and support for Oracle/PeopleSoft software will be capped at 0% for five (5) years for a cost of \$345,258.35 per year.

Recommendation:

Approve as submitted.

Advertisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97109
Object:	00005
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$345,258.35
Other	\$
TOTAL	\$345,258.35

LINE	INDEX/OBJECT CODE	AMOUNT
6	PWCAPCAP/97109/00005	\$345,258.35
2		\$
3		\$
4		\$
5		\$
7		\$
TOTAL		\$345,258.35

\$1,726,291.75 = 5 year total

Document Prepared By:

Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	E #:

E-277-14

RULES RESOLUTION NO. ~~369~~ 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND ORACLE AMERICA, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau (the "County") has negotiated an
amendment to a personal services agreement with Oracle America, Inc.
("Oracle") for ERP software and related professional services, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
with Oracle.

RULES RESOLUTION NO. -- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
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RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
with Oracle.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Oracle America, Inc.

CONTRACTOR ADDRESS: 500 Oracle Parkway, Redwood Shores, CA 94065

FEDERAL TAX ID #: 942805249-01

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is an amendment of an existing contract.

The contract was originally executed by Nassau County on May 29, 2009. This is an amendment pursuant to the contract. The original contract was entered into after a written request for proposals was issued on March 3, 2008. Potential proposers were made aware of the availability of the RFP by newspaper advertisement, posting on website, mailing, etc. Twenty Six (26) potential proposers requested copies of the RFP. Proposals were due on April 2, 2008. Three (3) proposals were received and evaluated. The evaluation committee consisted of: J. Siegel, A. Sousa, M. Doxey, J. Hennel, R. Mintz, G. Schiller, D. Swirnoff, T. Killeen, G. Yansick, K. Munson, T. Gutman, C. Russo, J. Bejarano, C. Khoury, R. Ghisone, B. Paul, C. Lott, F. Ryan, P. Reinharz and M. Wong. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Oracle Board of Directors

Oracle 1-800-633-0738

Oracle Media Relations

Global contacts

Oracle Board of Directors



Lawrence J. Ellison
Executive Chairman of the Board and
Chief Technology Officer

> [Review Mr. Ellison's Biography](#)



Jeffrey O. Henley
Vice Chairman of the Board

> [Review Mr. Henley's Biography](#)



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Professor of Economics and Hoover Institution Senior Fellow at
Stanford University

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Bruce R. Chizen
Senior Adviser to Permira Advisers and Independent Consultant

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George H. Conrades
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Hector Garcia-Molina
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<http://www.oracle.com/us/corporate/press/BoardofDirectors/index.html>



**AMENDMENT #1
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
NASSAU COUNTY, NEW YORK AND ORACLE AMERICA, INC.**

THIS AMENDMENT, dated as of October 22, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Oracle America, Inc. (as successor in interest to Oracle USA, Inc.), a Delaware corporation, having its principal office at 500 Oracle Parkway, Redwood Shores, California 94065 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT09000001 between the County and the Contractor, executed on behalf of the County on May 29, 2009 (the "Original Agreement"), the Contractor performs maintenance and support services for the County in connection with the Enterprise Resource Planning ("ERP") software, which services are more fully described in the Original Agreement (the "Services" or "Technical Support Services"); and

WHEREAS, the term of the Original Agreement was from May 29, 2009, until May 28, 2012 (the "Original Term"); and

WHEREAS, the annual cost of maintenance pursuant to the Original Agreement was \$358,458.35;

WHEREAS, the County and the Contractor desire to amend the Original Agreement to extend the Original Term to May 31, 2019, and to amend the Payment terms and add a Maximum Amount; and

WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension of the Original Agreement. The termination date of the Original Agreement shall be extended to May 31, 2019, for the purpose of annual renewal of Technical Support for the ERP software purchased under the Original Agreement, unless sooner terminated as provided for in the Original Agreement.
2. Payment.

- (a) Amount of Consideration for Technical Support Services. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Million, Seven Hundred and Twenty-Six Thousand, Two Hundred and Ninety-One Dollars and Seventy-Five Cents (\$1,726,291.75) ("Maximum Amount") payable in accordance with the schedule below. If the County elects to renew the Services, such Services will become effective on June 1st of each year. The annual cost of Services will be capped at 0% for a period of five years and will be paid in accordance with the fee schedule listed below:

Renewal Year	Period of Maintenance	Maintenance Cost	Total Cost of Maintenance
5th	June 1, 2014 - May 31, 2015	\$345,258.35	\$ 345,258.35

If the County elects to renew maintenance:

Renewal Year	Period of Maintenance	Maintenance Cost	Total Cost of Maintenance
6th	June 1, 2015 - May 31, 2016	\$345,258.35	\$ 690,516.70
7th	June 1, 2016 - May 31, 2017	\$345,258.35	\$1,035,775.05
8th	June 1, 2017 - May 31, 2018	\$345,258.35	\$1,381,033.40
9th	June 1, 2018 - May 31, 2019	\$345,258.35	\$1,726,291.75

- (b) Encumbrance. The Contractor understands that only Three Hundred and Forty-Five Thousand, Two Hundred and Fifty Eight and Dollars and Thirty-Five Cents (\$345,258.35) is encumbered at this time under this Agreement for Services. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the County Comptroller.
- (c) Payments will be made in accordance with the terms set forth in the Original Agreement. Technical Support will be invoiced quarterly in arrears.
3. Technical Support Policies. The second and third sentences of the first paragraph of Article VI.A of the Original Agreement are deleted and replaced with the following:
- Technical Support Policies will not change for each annual period of service, but shall be updated to current policies on an annual basis upon renewal of the Technical Support services for the ERP software purchased under the Original Agreement ; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid.
4. Governing Law. Article XVIII. L is deleted and replaced with the following:

This procurement, the resulting contract and any purchase orders issued herewith shall be

governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings shall be heard in a court of competent jurisdiction in Nassau County. Actions or proceedings arising under the Federal supremacy clause shall be heard in United States District Court for the Eastern District of New York.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

ORACLE AMERICA, INC.

By: [Signature]
Name: David T. Atkins
Title: Contracts Manager
Date: October 23, 2014

NASSAU COUNTY

By: [Signature]
Name: 2/10/15
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On Oct. 23, 2014 before me, Celeste Young, Notary Public
(Here insert name and title of the officer)

personally appeared David T. Atkins

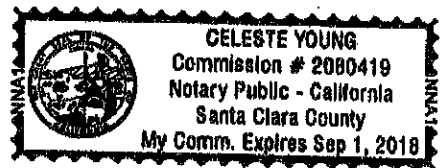
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Celeste Young
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amendment #1

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

STATE OF CALIFORNIA)

) ss.:

COUNTY OF SAN CLARA)

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

see attached

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 10 day of February in the year 2015 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau, that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PER258028
Qualified in Nassau County
Commission Expires April 02, 2016