

BID NUMBER ITB TI 19-093

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



INVITATION TO BID
ORACLE HARDWARE, INSTALLATION
SERVICE AND PREMIER SUPPORT

CONTRACT NO. 35306

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Virginia Beach Virginia **ON THE** 3 **DAY OF** June, 20 19
CITY STATE MONTH

COMPANY NAME: Mythics, Inc. **TIN:** [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 4525 Main Street, Suite 1500 **CITY:** Virginia Beach **STATE:** VA **ZIP:** 23462

PHONE: 757-412-4362 **FAX:** 757-412-1060

S/ [Signature] Vice President of Contracts and Compliance
(SIGNATURE) (TITLE)

Dale E. Darr slccontracts@mythics.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Notary
(SIGNATURE)

Mekeessia T. Brown [Notary Seal]
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature] 8-15-19 **APPROVED AS TO FORM** 8-14, 20 19
Director of Financial Management Date CHARLES PARKIN CITY ATTORNEY Deputy

Mythics Terms and Conditions Note:

Mythics is submitting this response in accordance with and conditioned upon the terms and conditions of the Oracle Manufacturer's Statement of Terms v042916 to govern the Oracle hardware equipment. A copy of the Oracle Manufacturer's Statement of Terms is attached to Mythics bid response and shall be incorporated into any resultant purchase order. As related to the Oracle hardware and services, if there are any conflicts between the terms and conditions of City's Solicitation terms and conditions and the Oracle Manufacturer's Statement of Terms v040612, the latter shall prevail.

BID NUMBER ITB TI 19-093

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:**Legal Form of Bidder:**

Corporation ☒ State of VA
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

Composition of Ownership (more than 51% of ownership of the organization):**Ethnic (Check one):**

☐ Black ☐ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☐ Caucasian

Non-ethnic Factors of Ownership (check all that apply):

☐ Male ☐ Yes - Physically Challenged ☐ Under 65
☐ Female ☐ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes ☒ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☐ Yes ☒ No

Name of certifying agency: _____

OPTIONAL

Mythics, Inc. is a wholly owned subsidiary
of Mythics Emergent Group Inc.

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- The only acceptable signature is the owner of the company. (Only one signature is required.)
- The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- The only acceptable signature(s) is/are that of the general partner or partners.
- Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- Two (2) officers of the corporation must sign.
- Each signature must be notarized if the corporation is located outside of the state of California.

OR

- The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6200.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Virginia Beach)

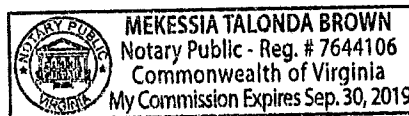
On June 3, 2019 before me, Deonte J. Watters CCMAP, Director of Contracts
(insert name and title of the officer)

personally appeared in person,
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.

Signature *Mekessia Talonda Brown* (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

 TITLE(S)
☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Bids may be withdrawn at any time prior to the bid due date via the Bid Management System.

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for companies located outside the State of California)

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Sokunthea Kol (Soey)
333 W OCEAN BLVD/LOBBY LEVEL
LONG BEACH CA 90802

BID DUE DATE: June 24, 2019

TIME: 11:00 am

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO X

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
30. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.
31. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current

CONTRACT – GENERAL CONDITIONS

financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

CONTRACT – GENERAL CONDITIONS

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The City of Long Beach (City), Technology & Innovation Department is seeking bids for furnishing and delivering Oracle Database Appliance hardware (server, storage, enclosure), installation service and Oracle Premier Support.

BID TIMELINE – All times are Pacific Time

Bid release date:	May 24, 2019
Questions due:	June 3, 2019 by 4:00 pm
Response from City to bidder:	June 17, 2019 by 4:00 pm
Bid due date:	June 24, 2019 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

Both Electronic and Hard Copies:

- _____ Signed Bid Cover Page
- _____ California All-Purpose Acknowledgment, Notarized, if applicable

Electronic Copies:

- _____ Debarment Certification Form (Attachment A)
- _____ Reference List (Attachment B)
- _____ W-9 Form (Attachment C)
- _____ Equal Benefits Ordinance Form (Attachment D)
- _____ Insurance Requirements (Attachment E)
- _____ Secretary of State Certification (Attachment F)
- _____ Any addenda (if applicable)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted. See Instructions Concerning Signatures on page 2.

Pricing shall be submitted electronically on the "Line Items" tab and all pages of the bid document and required attachments shall be uploaded under the "Attachment" tab.

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Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Lobby Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB TI 19-093 ORACLE HARDWARE, INSTALLATION SERVICE AND PREMIER SUPPORT

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, June 24, 2019. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Sokunthea Kol with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form, **Attachment B**.

AWARD

The City prefers to award to a single contractor; therefore, **partial bid will not be accepted**. Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible Bidder and reserves the right to increase or decrease the quantities of any item.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

LONG BEACH BUSINESS LICENSE

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require

the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
B) If you are providing and delivering a product in Long Beach.

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbbiz@longbeach.gov.

(Only Required Upon Notification of Award)

Not applicable.

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship

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to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are

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published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

INSURANCE

See Requirements on page 9, Section 31 and **Attachment E**.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution, see **Attachment F**. For more information, please consult: <http://www.sos.ca.gov>

COMPLIANCE WITH LAWS

Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

CONFLICT OF INTEREST

The Vendor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Vendor herein, or does or shall have any direct or indirect financial interest in this Contract.

DELIVERY & SHIPPING REQUIREMENT

Bidder should provide electronic delivery of software, if available and applicable. Products shall be delivered FOB Destination to specific locations between the hours of 7:30 am and 4:30 pm (PST), Monday through Friday. Price quoted shall include all shipping, handling, and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach.

Delivery, in days, after receipt of order: 30 (calendar days)

WARRANTY

WARRANTY: _____ (specify days/months/years); If other than the manufacturer's standard warranty.

ADDITIONAL CHARGES

Bidder shall not charge any fee or charges for restocking or service fees for returned items, incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

METHOD OF BILLING

Vendor shall submit an original invoice to the City of Long Beach Technology & Innovation Department-Administrative Services. Billing invoice shall include Purchase Order Number and department. The City will not make a payment until it has received and approved such invoice.

Payment terms: NET 30 unless the Bidder otherwise quotes. Partial payments may be made by the City on delivery & upon receipt and acceptance of goods and Vendor's invoice. The City shall not be billed a "minimum" invoice amount.

Net 30; 0 % discount in 0 days. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees. Specify the number of current employees residing in Long Beach: 0.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Deonte J. Watters

Contact Direct Phone: 757-412-4362

Contact Fax: 757-412-1060

Contact E-mail: slccontracts@mythics.com

BID SECTION

UNIT PRICES SHALL NOT INCLUDE SALES TAX. DELIVERY OF ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SHALL BE **FOB DESTINATION CITY OF LONG BEACH**. PRICING SHALL BE ENTERED ELECTRONICALLY IN PLANETBIDS.

Price quoted shall include all shipping, handling, and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach. **PARTIAL BID WILL NOT BE ACCEPTED.**

Item #	Description	Part No.	Quantity	Manufacturer	Unit of Measure	Unit Price
HARDWARE: Oracle Database Appliance X7-2-H model family Item #7118379. This unit comprised of items 1 thru 7.						
1	Oracle Database Appliance X7-2-HA server: model family	7117455	2	Oracle	EACH	\$ Enter Electronically
2	Oracle Database Appliance X7-2-HA with 2 servers	7117458	2	Oracle	EACH	\$ Enter Electronically
3	Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation)	333A-25-15-NEMA	8	Oracle	EACH	\$ Enter Electronically
4	Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group II	B74194	2	Oracle	EACH	\$ Enter Electronically
5	Powercord, N.A./Asia, 2.5m, 5-15P, 15A, C13	X311L-N	4	Oracle	EACH	\$ Enter Electronically
6	Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs	7119675	2	Oracle	EACH	\$ Enter Electronically
7	Pwrcord, Jumper, 2.5m, C13, 13A, C14	X9238-1-A-N	12	Oracle	EACH	\$ Enter Electronically

BID SECTION

8	Twelve (12) Months Oracle Premier Support for Oracle Database Appliance X7-2-H model family Item #7118379 comprised of items 1 thru 7	Support	1	Oracle	LOT	\$ Enter Electronically
ADDITIONAL STORAGE ARRAY: This unit comprised of items 9-11						
9	Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs	7119675	2	Oracle	EACH	\$ Enter Electronically
10	Pwrcord, Jumper, 2.5m, C13, 13A, C14	X9238-1-A-N	4	Oracle	EACH	\$ Enter Electronically
11	Powercord, N.A./Asia, 2.5m, 5-15P, 15A, C13	X311L-N	4	Oracle	EACH	\$ Enter Electronically
12	Twelve (12) Months Oracle Premier Support for Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs comprised of items 9-11	Support	1	Oracle	LOT	\$ Enter Electronically
MISCELLANEOUS						
13	Installation Support - Oracle Standard System Installation Service, Basic: Upgrade - Group III	B63939	2	Oracle	EACH	\$ Enter Electronically
14	Sales Tax at 10.25% (hardware only, excludes support/installation services)	FEES	1	N/A	LOT	\$ Enter Electronically

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ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Mythics, Inc.

Business/Contractor/Agency

Deonte J. Watters, CCMAP

Name of Authorized Representative

Director of Contracts

Title of Authorized Representative


Signature of Authorized Representative

June 3, 2019
Date

r21411

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

ATTACHMENT B
REFERENCE LIST



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name Nova Southeastern University

Project Manager/Contact Name David Bloyd E-mail dbloyd@nova.edu Ph. No. 954-262-4991

Address 3424 S University Drive #117 Fort Lauderdale FL 33328

Project Description ODA X4-2 Running Elusian Banner Application

Project Dates (Start and End) 11/20/2014 Contract Term(s) Purchase Contract Amount \$230,545.72

Client/Contractor Name the University of Akron

Project Manager/Contact Name Kurt Eckert E-mail keckert@uakron.edu Ph. No. (330) 972-5235

Address 185 East Mill Street Akron OH 44325-0703

Project Description ODA X5-2 for Peoplesoft

Project Dates (Start and End) 6/10/2016 Contract Term(s) Purchase Contract Amount \$81,072.23

Client/Contractor Name Community College System of New Hampshire

Project Manager/Contact Name Larry Griswold E-mail lgriswold@ccsnh.edu Ph. No. (603) 230-3573

Address 26 College Dr Concord, NH 03301

Project Description ODA X7-2S System Refresh

Project Dates (Start and End) 2/8/2018 Contract Term(s) Purchase Contract Amount \$146,909.05

Client/Contractor Name Baltimore County Office of Information Technology

Project Manager/Contact Name Rob Livermore E-mail rlivermo@baltimorecountymd.gov Ph. No. 410-887-2532

Address 400 Washington Avenue Room 33 Towson MD 21204

Project Description Multiple ODA Projects running all Oracle Databases for the County including their 911 system

Project Dates (Start and End) 5/11/2016 Contract Term(s) _____ Contract Amount \$91,574.40

Client/Contractor Name Nashville Police Department

Project Manager/Contact Name Kevin O'Neill E-mail Kevin.ONeill@nashville.gov Ph. No. (615) 862-7493

Address 749 MASSMAN DR STE 1 Nashville TN 37210

Project Description ODA X4-2 For Database with GoldenGate

Project Dates (Start and End) 10/30/2014 Contract Term(s) Purchase Contract Amount \$121,527.42

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mythics, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 4525 Main Street, Suite 1500	Requester's name and address (optional)
	6 City, state, and ZIP code Virginia Beach, VA 23462	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		

or

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► June 3 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).


Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Deonte Watters CCMAP Title: Director of Contracts

Signature:  Date: June 3, 2019

Business Entity Name: Mythics, Inc.

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Mythics, Inc. Federal Tax ID No. [REDACTED]
Address: 4525 Main Street, Suite 1500
City: Virginia Beach State: VA ZIP: 23462
Contact Person: Deonte Watters Telephone: 757-412-4362
Email: slccontracts@mythics.com Fax: 757-412-1060

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. X Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 X Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? X Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 3 day of June, 2019, at Virginia Beach, VA

Name Deonte Watters CCMAP

Signature



Title Director of Contracts

Federal Tax ID No



ATTACHMENT E
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

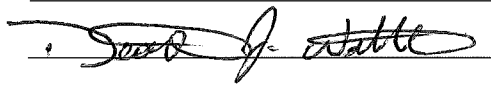
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.

- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims

are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name:	<u>Deonte Watters CCMAP</u>	Title:	<u>Director of Contracts</u>
Signature:		Date:	<u>June 3, 2019</u>

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Business Search - Business Entities - Business Programs | California Secretary of State - Internal Access

https://businesssearch.sos.ca.gov/

Business Search - Business E... x

File Edit View Favorites Tools Help

Convert Select

Business Search - Business ... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Legistar

[Skip to Main Content](#) | [Skip to Footer](#)

Alex Padilla
California Secretary of State

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[RSS](#) [Facebook](#) [Twitter](#)

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Service Options

- Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#)

All fields marked with an asterisk (*) are required.

Search Type * ☐ Search by Corporation Name ☐ Search by LP/LLC Name ☐ Search by Entity Number

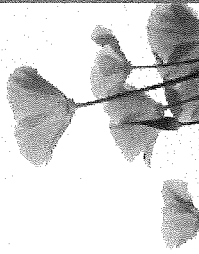
Search Criteria * Search Filter Keyword

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.



Alex Padilla California Secretary of State



Business Entities (BE)

Business Search - Results

Online Services

File LLC Statement of Information

File Corporation Statement of Information

Business Search

Current Processing Dates

Disclosure Search

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

The California Business Search is updated daily and reflects work processed through Wednesday, May 29, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on requesting a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Results of search for Corporation Name keyword "Mythics, Inc." returned 2 entity records (out of 2 records found).

Show 10 entities per page

Narrow search results:

Entity Number	Registration Date	Status	Entity Name	Jurisdiction	Agent for Service of Process
C2470022	09/25/2002	ACTIVE	MYTHICS, INC.	VIRGINIA	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)



4525 Main Street, Suite 1500
Virginia Beach, VA 23462
KEVIN ORT
Phone: 757-226-7710
Fax: 757.412.1060
Email: KORT@MYTHICS.COM

Company Name: City of Long Beach
Project: ITB TI 19-093 for Oracle ODA X7-2 HA
Contact: Sokunthea Kol
Email: purchasingbids@longbeach.gov
Phone:
Address: 333 West Ocean Boulevard Long Beach, California 90802

Estimate Number: 5107271 ITB TI19-093 V1
timate prepared on: June 17, 2019
Valid thru: July 30, 2019

Item Nbr	System Number	Part Number	Description	Qty.	Discounted Unit Price	Extended Price
1		7118379	ORACLE DATABASE APPLIANCE X7-2-HA: MODEL FAMILY	2	\$ -	\$ -
2		7117455	ORACLE DATABASE APPLIANCE X7-2-HA SERVER: MODEL FAMILY	2	\$ -	\$ -
3		7117458	ORACLE DATABASE APPLIANCE X7-2-HA WITH 2 SERVERS	2	\$ 32,503.63	\$ 65,007.26
4		333A-25-15-NEMA	POWER CORD: NORTH AMERICA AND ASIA, 2.5 METERS, 5-15P PLUG, C13 CONNECTOR, 15 A (FOR FACTORY INSTALLATION)	8	\$ 7.74	\$ 61.92
5		7119875	ORACLE DATABASE APPLIANCE X7-2-HA STORAGE ENCLOSURE FULLY POPULATED WITH TWENTY 3.2 TB SSDS AND FOUR 800 GB SSDS	2	\$ 84,041.25	\$ 168,082.50
6		X9238-1-A-N	PWR JUMPER CABLES, 2.5MX1 ROHS	4	\$ 29.16	\$ 116.64
7		B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	2	\$ 13,999.20	\$ 27,998.40
8		B74194	ORACLE STANDARD SYSTEM INSTALLATION SERVICE, SITE AUDIT: ENGINEERED SYSTEMS - GROUP II	2	\$ 4,049.08	\$ 8,098.16
9		B59411	HARDWARE FREIGHT FEE	2	\$ -	\$ -
This order is placed pursuant to the terms and conditions of the manufacturers statement of terms						
SUBTOTAL - HARDWARE:						\$ 233,268.32
SUBTOTAL - ORACLE PREMIER SUPPORT FOR SYSTEMS:						\$ 27,998.40
SUBTOTAL - INSTALLATION:						\$ 8,098.16
SUBTOTAL - HW FREIGHT FEE:						\$ -
TOTAL						\$ 269,364.88

Item Nbr	System Number	Part Number	Description	Qty.	Discounted Unit Price	Extended Price
10		7119875	ORACLE DATABASE APPLIANCE X7-2-HA: MODEL FAMILY	2	\$ 84,041.25	\$ 168,082.50
11		B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	2	\$ 10,084.95	\$ 20,169.90
12		B63939	ORACLE STANDARD SYSTEM INSTALLATION SERVICE, SITE AUDIT: ENGINEERED SYSTEMS - GROUP II	2	\$ 1,012.27	\$ 2,024.54
13		B59411	HARDWARE FREIGHT FEE	2	\$ -	\$ -
This order is placed pursuant to the terms and conditions of the manufacturers statement of terms						
SUBTOTAL - HARDWARE:						\$ 168,082.50
SUBTOTAL - ORACLE PREMIER SUPPORT FOR SYSTEMS:						\$ 20,169.90
SUBTOTAL - INSTALLATION:						\$ 2,024.54
SUBTOTAL - HW FREIGHT FEE:						\$ -
TOTAL						\$ 190,276.94

Item Nbr	System Number	Part Number	Description	Qty.	Discounted Unit Price	Extended Price
14		X9238-1-A-N	PWR JUMPER CABLES, 2.5MX1 ROHS	4	\$ 29.16	\$ 116.64
15		B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	4	\$ 3.50	\$ 14.00
16		B59411	HARDWARE FREIGHT FEE	4	\$ -	\$ -
This order is placed pursuant to the terms and conditions of the manufacturers statement of terms						
SUBTOTAL - HARDWARE:						\$ 116.64
SUBTOTAL - ORACLE PREMIER SUPPORT FOR SYSTEMS:						\$ 14.00
SUBTOTAL - HW FREIGHT FEE:						\$ -
TOTAL						\$ 130.64

Item Nbr	System Number	Part Number	Description	Qty.	Discounted Unit Price	Extended Price
17		X311L-N	POWER CORD: NORTH AMERICA AND ASIA, 2.5 METERS, 5-15P PLUG, C13 CONNECTOR, 15 A	4	\$ 7.74	\$ 30.96
18		B58179	ORACLE PREMIER SUPPORT FOR SYSTEMS - RENEWAL PARTNER	4	\$ 0.93	\$ 3.72
19		B59411	HARDWARE FREIGHT FEE	4	\$ -	\$ -
This order is placed pursuant to the terms and conditions of the manufacturers statement of terms						
SUBTOTAL - HARDWARE:						\$ 30.96
SUBTOTAL - ORACLE PREMIER SUPPORT FOR SYSTEMS:						\$ 3.72
SUBTOTAL - HW FREIGHT FEE:						\$ -
TOTAL						\$ 34.68

TOTAL FOR ENTIRE SOLUTION \$ 459,807.14

Applicable State taxes will be added unless an exemption is provided

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

This proposal contains information which is deemed Proprietary & Business Sensitive. This information shall not be disclosed outside of your organization without the express written consent of an authorized representative of Mythics, Inc. This information shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal.

Quotation Subject to Management's Final Approval

Purchasing Instructions

Please reference Mythics' estimate number on the government contract or purchase order
The purchase order must state that this order is placed pursuant to the terms and conditions of the manufacturers statement of terms

Additional Information:

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance. In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered; therefore, all orders are non-cancellable.

Payment Terms: License Fee - Net 30, Technical Support - Quarterly in Arrears

DUNS#: 013358002
Mythics Fed Tax ID#: 54-1987871
CAGE CODE: 1TA34
Lead Time: 12-14 Business Days
NAIC: 423430

Delivery, Installation and Acceptance of Hardware

- a. You are responsible for installation of the hardware, unless you purchase installation services from Oracle with respect to such hardware.
- b. Oracle will deliver the hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>
- c. Acceptance of the hardware occurs on delivery.
- d. Oracle may make and invoice you for partial deliveries.
- e. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.
- f. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

Please fax or email Purchase Order to Kevin Ort at KORT@MYTHICS.COM or fax# 757-412-1060

Support provided by Oracle. Current Oracle Hardware and System Support Policies can be found at <http://www.oracle.com/us/support/policies/index.html>.
You agree that Mythics has the right to cancel your support due to a non-payment.



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

June 13, 2019

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

ITB TI 19-093

Oracle Hardware, Installation Service and Premier Support

This addendum changes and supersedes the language in the original Invitation to Bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

The questions and answers are as follows:

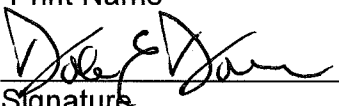
1. Q: As the City of Long Beach does not have a Master Agreement with Oracle, in order to process and enter your PO awarded to any authorized Oracle reseller the City must reference on their PO that attached Oracle Manufactures Statement of Terms.

Will the City of Long Beach agree to reference on their PO the Oracle's Manufacturer Statement of Terms to the bid awarded reseller?

A: Yes, the City will reference the attached Oracle Manufacturer Statement of Terms on the PO to the awarded reseller.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY: Mythics, Inc.
Company Name

Dale E. Darr
Print Name

Signature

Vice President of Contracts and Compliance
Title
June 19th, 2019
Date

This Manufacturer's Statement of Terms (the "statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

1. Hardware

- a. Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).
- b. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.
- c. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.
- d. The operating system and/or integrated software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by this statement. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

- e. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.
- f. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.
- g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

2. Warranty

- a. Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to the delivery location. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.
- b. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID**

TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.
- d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**
- e. No warranty will apply to any hardware, operating system, integrated software or media which has been:
 - (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
 - (ii) maltreated or used in a manner other than in accordance with the relevant documentation;
 - (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
 - (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
 - (v) used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
 - (vi) relocated, to the extent that problems are attributable to such relocation;
 - (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
 - (viii) used by parties appearing on the most current U.S. export exclusion list;
 - (ix) relocated to countries subject to U.S. trade embargo or restrictions;
 - (x) used remotely to facilitate any activities in the countries referenced in (ix) above; or
 - (x). purchased from any entity other than Oracle or an Oracle authorized distributor.
- f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

3. Oracle Hardware and Systems Support

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and System Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and System Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

Oracle warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services. **FOR ANY BREACH OF THIS WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**

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 THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE GIVING RISE TO THE LIABILITY.

4. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software or hardware (including any integrated software and operating system(s)) were exported in accordance with the U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'

This Manufacturer's Statement of Terms (the "Statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This Statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

1. Hardware

- a. Your Hardware order may consist of the following items: Operating System (as defined in your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) and Third Party Warranted Hardware specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. The term "**Hardware**" is defined as the computer equipment, including components, options and spare parts (but excludes Third Party Warranted Hardware). The term "**Operating System**" is defined as the software that manages Hardware for programs and other software. The term "**Integrated Software**" is defined as any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to you by Oracle and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with the Hardware. Integrated Software does not include and you do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. The term "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules. For specific hardware, Integrated Software includes Integrated Software Options separately ordered. The term "**Third Party Warranted Hardware**" is defined as hardware identified in your order by a statement that the warranty will be provided by the specified third party.
- b. You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Hardware or (ii) made available on the licensor's website. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of the Hardware.
- c. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of the applicable documentation and/or the license agreement(s) delivered with the Hardware. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated herein. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, you need to review the Integrated Software Options License Rules. In the event of any conflict between the applicable documentation and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.
- d. The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by this Statement. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software and Integrated Software Options.

For software (i) that is part of Operating Systems, Integrated Software or Integrated Software Options (or all three) and (ii) that you receive from Oracle in binary form and (iii) that is licensed under an open source license that gives you the right to receive the source code for that binary, you may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to you with the binary, you may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

- e. Upon payment for Hardware-related Service Offerings (as defined below), you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under the order ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- f. You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless

required by law for interoperability) the Operating System or Integrated Software.

- g. Oracle may include additional programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.
- h. You acknowledge that to operate certain Hardware your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable Hardware documentation.
- i. You may not assign this Statement or give or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings or an interest in them to another individual or entity. If you grant a security interest in the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, and if you decide to finance your acquisition of any Hardware, Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

2. Warranty for Hardware

- a. Oracle provides a limited warranty ("Oracle Hardware Warranty"), for (i) the Hardware (which pursuant to section 1.a above excludes Third Party Warranted Hardware), (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media" and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to the delivery location. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.
- b. Oracle also warrants that technical support services and Hardware-related Service Offerings (as defined in section 3 below) ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings
- c. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- d. Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.
- e. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**
- f. No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:
 - (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
 - (ii) maltreated or used in a manner other than in accordance with the relevant documentation;

- (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
- (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- (v) used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- (vi) relocated, to the extent that problems are attributable to such relocation;
- (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- (viii) used by parties appearing on the most current U.S. export exclusion list;
- (ix) relocated to countries subject to U.S. trade embargo or restrictions;
- (x) used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- (x). purchased from any entity other than Oracle or an Oracle authorized reseller.

- g. The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.



Oracle Hardware and Systems Support and Hardware-Related Service Offerings for Hardware

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and System Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and System Support Policies at <http://www.oracle.com/us/support/policies/index.html>. Oracle Hardware and Systems Support is effective upon the date the Hardware is delivered or upon the effective date of the order if shipment of Hardware is not required.

In addition to technical support, you may order a limited number of Hardware-related Service Offerings with your order for Hardware as listed in the Hardware-related Service Offerings document, which is at <http://oracle.com/contracts>. **Hardware-related Service Offerings** refers to technical support, consulting, advanced customer support services, or other services which you have ordered. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Hardware-related Service Offerings and you will perform the actions identified as your responsibility. If while performing these Hardware-related Service Offerings Oracle requires access to another vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf. Hardware-related Service Offerings provided may be related to your license to use products owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such products.

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 THE ORACLE HARDWARE AND SYSTEMS SUPPORT AND/OR HARDWARE-RELATED SERVICE OFFERINGS WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE AND/OR HARDWARE-RELATED SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.



Third Party Warranted Hardware

- a. The terms of this Statement shall apply to Third Party Warranted Hardware with the exception of any warranty provision and technical support services, which shall be as described below in this section.
- b. With respect to Third Party Warranted Hardware, Oracle shall use commercially reasonable efforts to procure for you the benefit of any standard end-user warranties in respect of the Third Party Warranted Hardware from Oracle's suppliers (whether from Oracle or granted directly by Oracle's supplier). Details of these warranties are available on the Warranty Web Page (as defined in section 2 above). Oracle does not provide any express warranties itself for the Third Party Warranted Hardware.
- c. If purchased by you, technical support services for Third Party Warranted Hardware shall be provided by the supplier in accordance with the supplier's terms.
- d. Third Party Warranted Hardware may include software that is pre-installed or may require installation on the Third Party Warranted Hardware, including but not limited to the operating system and any integrated software. You have the right to use such software delivered with the Third Party Warranted Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Third Party Warranted Hardware or (ii) made available on the manufacturer's website. Updates to the software delivered with the Third Party Warranted Hardware may be made available by the manufacturer of the Third Party Warranted Hardware at such manufacturer's discretion.

5. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)). You agree that such

export laws govern your use of the programs (including technical data), hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs						
	7119675	EACH	2	\$84,041.2500	\$168,082.5000	\$168,082.5000	
7	Pwrcord, Jumper, 2.5m, C13, 13A, C14						
	X9238-1-A-N	EACH	12	\$29.1600	\$349.9200	\$349.9200	
8	Twelve (12) Months Oracle Premier Support for Oracle Database Appliance X7-2-H model family Item #7118379 (comprised of items 1 thru 7)						
	Support	LOT	1	\$28,023.9000	\$28,023.9000	\$28,023.9000	
				Subtotal	\$269,654.6200	\$269,654.6200	
Additional Storage Array							
9	Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs						
	7119675	EACH	2	\$84,041.2500	\$168,082.5000	\$168,082.5000	
10	Pwrcord, Jumper, 2.5m, C13, 13A, C14						
	X9238-1-A-N	EACH	4	\$29.1600	\$116.6400	\$116.6400	
11	Powercord, N.A./Asia, 2.5m, 5-15P, 15A, C13						
	X311L-N	EACH	4	\$7.7400	\$30.9600	\$30.9600	
12	Twelve (12) Months Oracle Premier Support for Oracle Database Appliance X7-2-HA storage enclosure fully populated with twenty 3.2 TB SSDs and four 800 GB SSDs (comprised of items 9 thru 11)						
	Support	LOT	1	\$20,187.6200	\$20,187.6200	\$20,187.6200	
				Subtotal	\$188,417.7200	\$188,417.7200	
MISCELLANEOUS							
13	INSTALLATION SUPPORT - Oracle Standard System Installation Service, Basic: Upgrade - Group III						
	B63939	EACH	2	\$1,012.2700	\$2,024.5400	\$2,024.5400	
14	Sales Tax at 10.25% (hardware only, excludes support/installation services)						
	FEES	LOT	1	\$41,180.6700	\$41,180.6700	\$41,180.6700	
				Subtotal	\$43,205.2100	\$43,205.2100	
				Total	\$501,277.5500	\$501,277.5500	

customer site, either Mythics President, Chief Financial Officer, General Counsel, or Executive Vice President and Special Counsel may provide written, limited authorization for such representative to execute agreements for the Companies.

This Consent in Writing shall be effective as of this 26th day of April 2018.

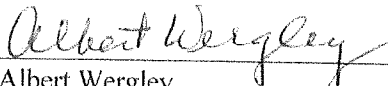
DIRECTORS:

Robert S. LaRose

Gary Newman

Peter Sirh

Richard Welborn



Albert Wergley

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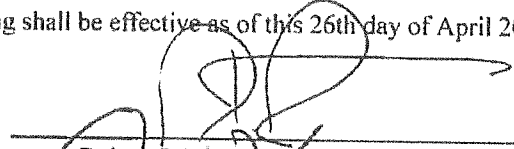
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respectively and such execution and delivery shall be conclusive evidence of approval by Mythics or Emergent; and

That Scott Poteet and Stacy Tenney of the Mythics and Emergent Marketing Departments shall have signature authority limited to Marketing activities such as agreements for events hosted or sponsored by the companies, marketing collateral, and promotional items, etc., and

That Leslie Demchenko, Associate General Counsel of Mythics and Lynn Brogis, Director, Corporate Counsel of Emergent, are hereby authorized to execute and deliver on behalf of Mythics and Emergent, solicitations, proposals, contracts, awards, representations, certificates, and agreements as they are related to dealings with customers, business partners, and government agencies in the ordinary course of Mythics and Emergent business, and that such execution and delivery shall be conclusive evidence of approval by the Companies; and

That Sheri Mullin, Senior Vice President, Human Resources is hereby authorized to execute and deliver on behalf of Mythics and Emergent documents related to the Human Resources operations of the Companies, including agreements with vendors, suppliers, and service providers, and documents related to employee relations matters, such as offer and termination letters, and separation agreements; and

That Laura Miller, Manager of Benefits and HRIS, is hereby authorized to execute and deliver on behalf of Mythics and Emergent documents and agreements related to employee benefits and information systems; and

That Thomas Zell, Vice President, Information Technology, is authorized to execute and deliver documents and agreements regarding Mythics and Emergent Information Systems; provided, however, the amount of any financial commitment shall not exceed \$5,000 unless approved by Mythics Chief Financial Officer; and

That the following individuals shall have signing authority for Emergent, LLC for transactional documents, and are authorized to execute and deliver on behalf of the Emergent documents that consist of, and are limited to, Proposals and Responses to Customer Solicitations, Awards, Teaming Agreements, Non-Disclosure and Confidentiality Agreements, and Representations, Certifications and Standard Forms required by Emergent's customers and business partners in the ordinary course of Emergent's business and that such execution and delivery shall be conclusive evidence of approval by Emergent:

Cheryl Bums

Matt Frazee

Parineeta Dumra; and

That to address specific, time sensitive situations when a signature is required for a customer transaction with Mythics or Emergent, typically when a representative of the Companies is on a

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
MYTHICS, INC.

The undersigned, being all the members of the Board of Directors of MYTHICS, INC., a Virginia corporation ("Mythics" or the "Corporation"), acting pursuant to the Virginia Stock Corporation Act (VSCA"), section 13.1-685 of the Code of Virginia, 1950, as amended, and in accordance with the Corporation's Bylaws, hereby waive the requirements of notice under the VSCA and consent to, take and adopt the following resolutions and actions by this written consent ("Consent"):

WHEREAS, at various times the Board of Directors of Mythics has designated certain Officers and Employees of the Corporation as having signature authority for the Corporation or its wholly owned subsidiary, Emergent, LLC; and

WHEREAS, to set forth and reconfirm such signature authority previously provided as well as to add additional individuals with authority for specific purposes; it is

RESOLVED: That Gary Newman, Albert Wergley, Richard Welborn, Peter Sirh, and Dale Darr are hereby authorized and directed to execute and deliver solicitations, proposals, contracts, representations, certificates, documents, instruments, letters and consents on behalf of the Mythics and Emergent (the "Companies"), that such execution and delivery shall be conclusive evidence of approval by the Companies, and that the Companies shall be bound thereby; and

That T. Scott Davis, Director, Partner Contracts, is hereby authorized and directed to execute and deliver solicitations, proposals, contracts, representations, certificates, documents, instruments, letters and consents on behalf of Mythics and Emergent as they are related to dealings with customers and the Companies' Channel Partners, including Oracle Corporation, and that such execution and delivery shall be conclusive evidence of approval by the Companies, and that the Companies shall be bound thereby; and

That Deonte J. Watters, Contracts Manager is hereby authorized to execute and deliver on behalf of Mythics and Emergent documents that consist of, and are limited to, Proposals and Responses to Customer Solicitations, Awards, Non-Disclosure and Confidentiality Agreements, and Representations and Certification Standard Forms required by the Companies' customers and business partners in the ordinary course of the Companies' business, and that such execution and delivery shall be conclusive evidence of approval by the Companies; and

That Cheryl A. Burns, Director of GSA Contracting for Mythics and Emergent, is hereby authorized to execute and deliver Modification requests to the General Services Administration (GSA") to modify the terms of the GSA Schedule contracts awarded to Mythics and Emergent