DoW ESI ORDERING GUIDE

DoW ESI

Oracle ESI IDIQ

Oracle America, Inc.

Indefinite Delivery/Indefinite Quantity (IDIQ)

N66001-26-D-0020

Department of War Enterprise Software Initiative (DoW ESI)
ORDERING GUIDE

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1. Purpose and Contract Information

a. Purpose

The Department of War Enterprise Software Initiative (DoW ESI) established a 10-year Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Oracle commercial software and services with Oracle America, Inc. The DoW ESI team developed this Ordering Guide to assist Information Technology (IT) end-user customers and contracting officials with instructions for using the DoW ESI Oracle contract. This Guide contains essential information about the DoW ESI Enterprise Agreement (EA), identifies the authorized users of the EA, summarizes Oracle's catalog of products and services available under the EA, provides instructions for users to place an order, and lists Points of Contact (POCs) for support. This Ordering Guide is for information purposes only and is not intended to modify any terms of this Contract or to be used to interpret any Contract terms.

b. Contract Overview

Contract Terms	Oracle ESI
Contract Ceiling	The aggregate total of all orders placed against all Oracle ESI contracts shall not exceed $6.99B over the life of the contract.
Oracle ESI IDIQ Ordering Period	Oracle ESI IDIQ contract; inclusive of a Five-Year Base Ordering Period and Five-Year Optional Ordering Period
Task Order Period of Performance (PoP)	The Task Order PoP must fall within the DoW ESI IDIQ contract ordering period. Ensure that the Task Order term is consistent with the respective Agency's policy, regulatory/statutory restrictions, and appropriation limitations on Task Order duration and funding. Ordering activities may consider the use of options in Task Orders, that when exercised, extend the Task Order's PoP. All DoW ESI Oracle Task Orders may contain option periods in accordance with FAR 17.204.

c. Points of Contact

i. Contracting Office

	Point of Contact	Alternate Point of Contact
POC	Susan Chamberlin	Spencer Sessions
Email	susan.a.chamberlin.civ@us.navy.mil	spencer.m.sessions.civ@us.navy.mil

ii. **Software Product Manager (SPM)**

	Software Product Manager (SPM)	Alternate Point of Contact
POC	Shawn Molina	Chris Ventura
Email	shawn.e.molina.civ@us.navy.mil	christopher.j.ventura.ctr@us.navy.mil

iii. **Oracle Points of Contact**

	Program Manager	Support Renewals (on prem)	Contracts Management	Sales & Ordering
POC	Shaleen Braley	Amy Forsthoffer	Mike Estrada (Unclass) Paul Traher (S/TS)	Jeff Hoagland
Telephone	443-838-6655	703-999-6898	Mike: 210-536-9515 Paul: 703-635-4688	571-241-5941
Email	Shaleen.braley@oracle.com shaleen.braley@oraclefederal.us (CUI)	amy.forsthoffer@oracle.com	michael.e.estrada@oracle.com paul.traher@oracle.com paul.traher@oraclefederal.us (CUI)	Jeff.hoagland@oracle.com

2. Overview of Products and Services

a. **Software, Software-as-a-Service**

   i. **Software Overview**: This agreement includes both perpetual and term (subscription) licenses. Note that term licenses and Software as a Service (SaaS) are not one and the same.

b. **Professional Services:** Oracle offers Oracle Consulting Services (OCS) and Customer Success Services (CSS) to provide professional services in support of DoW requirements. Ordering activities will draft their own Performance Work Statement (PWS), Statement of Objective (SOO), or other applicable requirement documents to order services.

c. **Key Agreement Benefits**

Please see the Terms and Conditions for information about the benefits listed below:

   i. Virtualization/Soft Partitioning
   ii. License Migration
   iii. License Transfer
   iv. Rights to use in 3rd Party Cloud Environment(s)
   v. Data Sharing
   vi. Trial & Training
   vii. Co-terming
   viii. Oracle University Training Hours

3. Authorized Users of the DoW ESI Agreement

a. **DoW Components and Ordering Offices**: This Contract is open for ordering by the United States Department of War (referred to as the Department of Defense in statute) as defined in 10 U.S.C. § 111(b) the DoW includes the following: The Office of the Secretary of Defense; The Joint Chiefs of Staff; The Joint Staff; The Defense Agencies; Department of Defense Field Activities; The Department of the Army; The Department of the Navy; The Department of the Air Force; the unified and specified combatant commands; such other offices, agencies, activities, and commands as may be established or designated by law or by the President. For the purpose of this contract, it also includes the U.S. Intelligence Community[1]; the U.S. Coast Guard; and National Guard Bureau.

b. **Other Ordering Organizations**: GSA or other applicable ordering agencies, when ordering on behalf of the DoW, are authorized to place orders and must comply with DFARS 208.74.

c. **Contractors and Integrators**: Government contractors performing work for an authorized user may place orders on behalf of the DoW entity if authorized by their cognizant Contracting Officer with a Letter of Authorization (LOA), pursuant to the authority granted in FAR 8.105-2 and DFARS 208.1, and in accordance with the DoD Enterprise Software Initiative requirements of DFARS 208.74. A sample LOA is available in Appendix A.

4. Ordering Procedures

a. **Ordering Officer Responsibilities**

i. Ordering is decentralized. Only U.S. Government Contracting Officers, Government Purchase Card Holders, or Contractors with a Letter of Authorization (as described above) may place orders.

ii. All Orders shall be on a firm-fixed-price basis.

iii. The Ordering Office is responsible for drafting their specific requirements in a Performance Work Statement (PWS); Statement of Work (SOW) and Quality Assurance Surveillance Plans (QASP) for professional services.

iv. Ensure compliance with all fiscal laws and incorporate any applicable agency-specific statutory requirements into the order.

v. Any term or condition in an order to be placed that will expressly supersede a term or condition of the Contract must be approved in writing, such as via an email, by the designated DoW ESI Contracting Officer, a copy of which shall be attached to such order. Any term or condition in an order that has been placed that expressly supersedes a term or condition of this Contract is ineffective unless subsequently agreed to in writing, such as via an email, by the designated DoW ESI Contracting Officer for this Contract, a copy of which shall be attached to the order with an Administrative Modification.

b. **General Ordering Process**

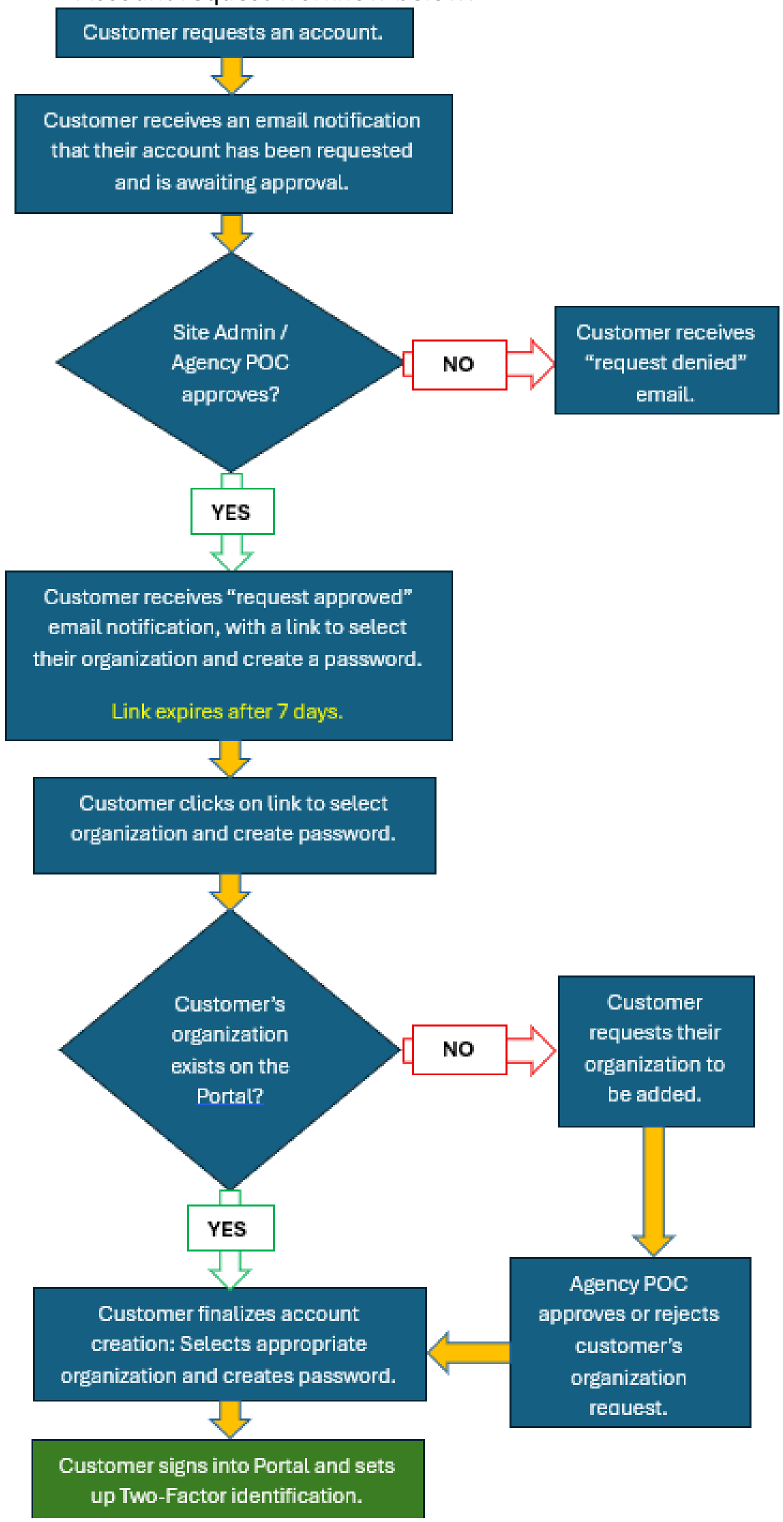
i. **Mandatory Use and Waivers (DFARS 208.74)**: DFARS 208.74 requires buyers and requiring officials to review the DoW ESI website for an existing agreement before using another acquisition method. A waiver from a designated management official is

[1] https://www.dni.gov/index.php/what-we-do/members-of-the-ic

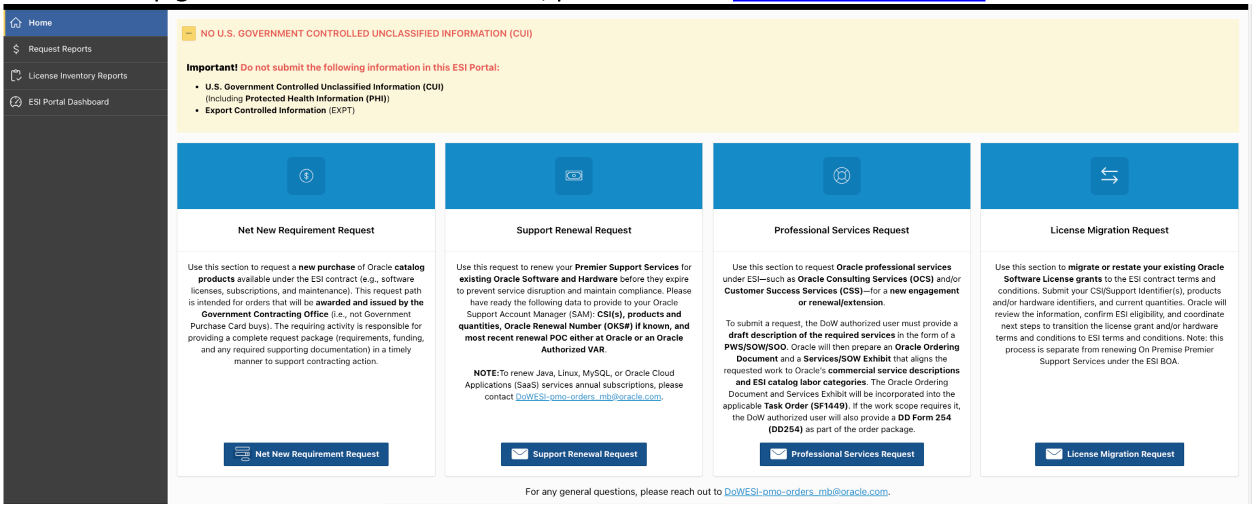
required to procure services outside of the DoW ESI IDIQ contract.

ii. **Request access to Oracle ESI Portal: esi.oracle.com**

- Account request workflow below:



iii. **Leverage the Portal for all licensing needs.**
Note: The below is a high-level overview to order licenses via the Portal. For a step-by-step guide on how to use the Portal, please see the Oracle ESI Portal SOP.



- **Net New Requirements Request – New Orders**
    1. At the Portal Homepage, click on **Net New Requirement Request**, fill out the form, and submit the request.
    2. Once submitted, an Oracle representative will reach out within objective of 1-2 business days upon receipt to initiate discussion regarding your order requirements.
    3. Once requirements have been finalized, submit your documentation to DoWesi-pmo-orders_mb@oracle.com.
- **Support Renewal Requests – Support Maintenance**
    1. At the Portal Homepage, click on **Renewal Request**. Fill out the form and submit the request. Include as much information as possible:
        - CSI #s, Support Service Number
        - Products and quantities to be renewed for Premier Support Services
        - Oracle Renewal Number
        - Most recent renewal POC at either Oracle or the Oracle Authorized VAR
    2. Once submitted, an Oracle representative will reach out within objective of 1-2 business days upon receipt to initiate discussions regarding your order requirements.
    3. Once finalized, email all your documentation to your respective POC.
- **Professional Services Request – Professional Services**
    1. At the Portal Homepage, click on **Professional Services Request**. Fill out the form provided, including:
        - CSI #s
        - Description of Professional Services
        - Performance Work Statement (PWS) / Statement of Work

(SOW) / Statement of Objectives (SOO).
  - DD254, as applicable to Oracle's work scope

2. Once submitted, an Oracle representative will reach out within objective of 1-2 business days upon receipt to initiate discussions regarding your order requirements.
3. Stakeholders will provide the PWS or SOW, and Oracle will prepare their Ordering Document to align it with ESI Attachment 2 service and labor categories.
4. The Oracle Ordering Document and Services Exhibit will then be incorporated into the applicable Task Order (SF1449).
5. Once finalized, email your documentation to your respective POC.

- **License Migration Request**
  1. At the Portal Homepage, click on **Migration Request**. Fill out the form provided and submit the request. Include as much information as possible.
  2. Once submitted, an Oracle representative will reach out within objective of 1-2 business days to initiate discussions regarding your requirements.
  3. Once finalized, email your documentation to your respective POC.
- **Non - ESI Licences (Unsupported PALs)**
  The Portal can be used as an unofficial inventory for any unsupported non-ESI licenses (i.e. Oracle products that were not acquired under ESI or migrated into ESI), that you can "upload" as needed.
  1. At the Portal Homepage, navigate to the **License Inventory Reports** tab, and click **Add non-ESI License**.
  2. Fill out the form and submit.

c. **Ordering Methods**

i. **Execution of a Task Order (TO) (SF1449) by the respective local contracting office**:

- Contract number: **N66001-26-D-0020**.
- Contracting Officers will need to create an External Award shell using their respective contract writing system in order to execute TOs against this IDIQ contract.
- If the Contracting Officer does not use an automated contract writing system, enter the IDIQ contract number N66001-26-D-0020 in Block 2 and a locally assigned TO number in Block 4. Note: Ensure you complete the FPDS-NG report.
- The completed SF1449 will be forwarded to the contractor with the following Vendor Information:
  1. Ordering Address: 500 ORACLE PARKWAY, REDWOOD CITY, CA, 94065
  2. Remit To Address: PO Box 203448, Dallas, TX 75320-3448
  3. CAGE: 63U09
  4. UEI: FKUCYGRK1EQ3
  6. Business Size: Other Than Small

- The Ordering Documents and relevant Attachments shall be incorporated into the SF1449 (or SF30 if a modification)

ii. Government-Wide Purchase Card (GPC) Orders. GPC orders and quotes can be submitted to Oracle via email: DoWesi-pmo-orders_mb@oracle.com.
   - Information Required from the Ordering Office:
     - **End User and Name**
     - **End User Email Address**
     - **End User Phone Number**

d. **Travel Policy**

Travel may be authorized at the order level on a firm-fixed-price basis and must follow FAR 31.205-46.

i. Travel is not allowed for distances within a 50-mile radius of the place of performance.
ii. Quotes must detail the number of days, location(s), number of personnel, and other relevant information.
iii. If foreign travel is required, the Contractor is responsible for all clearances, passports, visas, and other requirements, which can take 90 days or more for approval.

e. **Product Service Codes (PSCs)**

The following PSCs may be used:

i. 7A21: IT and Telecom - Business Application Software (Perpetual License Software)
ii. DA01: IT and Telecom - Business Application/Application Development Support Services (Labor)
iii. U099: Education/Training -Other
iv. DA10: IT and Telecom – Business application/application software as a service

5. Funding

The funding of orders under the DoW ESI Agreement for Oracle Inc will be the responsibility of each requiring activity based on the current funding processes of each organization. Stakeholders should use their current financial systems and processes to budget and fund orders in coordination with their organization/program office POCs. These organizations will be responsible for:

- Ensuring the proper funding appropriation is assigned to each order.
- Ensuring budget and funding are available for new product requirements and annual maintenance in future years.

6. Glossary

i. **Hard Partition**: To partition a server by physically separating the processors of a single server into distinct smaller servers.
ii. **Indefinite Delivery/Indefinite Quantity (IDIQ)**: A type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time.
iii. **License Migration**: The process of changing existing software licenses to a different or expanded metric.
iv. **Previously Acquired Licenses (PALs)**: Software licenses that were purchased by an entity prior to the current agreement.

v. **Performance Work Statement (PWS)**: A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

vi. **Soft Partition**: To partition an operating system using system resource managers that limit the number of CPUs running a specific program.

vii. **Statement of Objectives (SOO)**: A top-level document that outlines the high-level goals and desired outcomes of an acquisition.

viii. **Statement of Work (SOW)**: A document that defines the specific activities, deliverables, timelines, and payment terms for a project.

7. Acronyms

Acronym	Definition
CSS	Customer Success Services
DFARS	Defense Federal Acquisition Regulation Supplement
DoW	Department of War
EA	Enterprise Agreement
ESI	Enterprise Software Initiative
FAR	Federal Acquisition Regulation
GPC	Government-Wide Purchase Card
IDIQ	Indefinite Delivery/Indefinite Quantity
LOA	Letter of Authorization
OCS	Oracle Consulting Services
PAL	Previously Acquired License
PCO	Procuring Contracting Officer
POC	Point of Contact
PoP	Period of Performance
PSC	Product Service Code
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
SOO	Statement of Objectives
SOW	Statement of Work
SPM	Software Product Manager
TO	Task Order
UEI	Unique Entity Identifier

Appendix A – Sample Letter of Authorization (LOA)

DoW Oracle ESI – Attachment 9 – Ordering Letter of Authorization Template

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[Government Agency Letterhead, *if Applicable*]

[Date]

[Contractor Company Name]
[Street Address], [Suite or Mailstop]
[City, State and Zip Code]

Submitted via email:

[Contracting Officer's Name and Title] *(providing the authorization)*
[Government Agency/Division]
[Street Address], [Suite or Mailstop]
[City, State and Zip Code]

SUBJECT: Authorization Letter to Order from the DoW Oracle ESI Contract

Dear [Contractor Company Name],

In accordance with DoW Oracle ESI Contract Section 1.5, (Support Contractor/Vendor Name) is authorized to place orders against the DoW Oracle ESI Indefinite Delivery Indefinite Quantity (IDIQ) Contract in the performance of (Government Agency) contract(s) #__________________. Purchases made under the DoW Oracle ESI IDIQ Contract shall be placed in accordance with the contract terms and conditions. In the event of any inconsistency between the terms and conditions of this order and the DoW Oracle ESI contract, the contract shall prevail. The authority hereby granted is not to be transferred or reassigned. This authorization expires (Period of Performance).

Subject to FAR 52.245-1, title to all property acquired under this authorization shall vest with the DoW unless otherwise specified in the Task Order. Any software or licensing rights under this authorization shall vest with the DoW.

Support Contractor/Vendor Information:
(Support Contractor/Vendor Name)
(Street Address) (Suite, Mailstop)
(City, State and Zip Code)

Please address any questions or concerns regarding this authorization to the undersigned at (Phone Number) and (E-mail).

Sincerely,
(Signature)
(Name)
Contracting Officer