



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

List View

### General Information

### Contact

### Default Values

### Discount

### Document Information

Procurement Folder: 697330

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000020347

Legal Name: CAPITAL CONSULTING LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 05/12/2020

Response Time: 13:07

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000158

Published Date: 4/10/20

Close Date: 5/12/20

Close Time: 13:30

Status: Closed

Solicitation Description: ORACLE SOFTWARE (632000135)

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 697330  
**Solicitation Description :** ORACLE SOFTWARE (6320C0135)  
**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-12 13:30:00	SR 0803 ESR05122000000006614	1

<b>VENDOR</b>
VS0000020347 CAPITAL CONSULTING LLC

**Solicitation Number:** CRFQ 0803 DOT2000000158

**Total Bid :** \$0.00                      **Response Date:** 2020-05-12                      **Response Time:** 13:07:18

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ORACLE SOFTWARE	0.00000	EA	\$293,846.090000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81111805			

**Extended Description :** PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

**Comments:** Toal Bid Price Per Exhibit A



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 697330

Doc Description: ORACLE SOFTWARE (6320C0135)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-10	2020-05-12 13:30:00	CRFQ 0803 DOT2000000158	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Capital Consulting L.L.C. D/B/A Tharseo IT  
 1231B Good Hope Road S.E.  
 Washington, DC 20020  
 855-815-7474

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X 

FEIN # 47-1729825

DATE May 12, 2020

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Capital Consulting L.L.C. D/B/A Tharseo IT

Authorized Signature: *MW Towle* Date: May 12, 2020

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of May, 2020

My Commission expires 11/30/2021, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

*[Signature]*

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Capital Consulting L.L.C. D/B/A Tharseo IT Address: 1231B Good Hope Road S.E., Washington, DC 20020

Name of Authorized Agent: Michael Tenreiro Address: 1231B Good Hope Road S.E., Washington, DC 20020

Contract Number: CRFQ DOT2000000158 Contract Description: Oracle Software Maintenance and Support (6320C0135)

Governmental agency awarding contract: West Virginia Department of Transportation (WVDOT), Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Amit Bahadur, President  
Eric Wimer, CEO

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 5/12/20

**Notary Verification**

State of Virginia, County of Fairfax:

I, Michael John Tenreiro, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12<sup>th</sup> day of May, 2020.

[Handwritten Signature]  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018



**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000158**  
**Oracle Software Maintenance and Support (6320C0135)**

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**Contract Manager:** Michael Tenreiro, Director of Business Development

**Telephone Number:** 631-413-4924

**Fax Number:** 855-815-7474

**Email Address:** mtenreiro@tharseoit.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Tenreiro, Director of Business Development



(Name, Title)

Michael Tenreiro, Director of Business Development

(Printed Name and Title)

1231B Good Hope Road S.E. Washington, DC 20020

(Address)

631-413-4924/855-815-7474

(Phone Number) / (Fax Number)

mtenreiro@tharseoit.com

(email address)

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

Capital Consulting L.L.C. D/B/A Tharseo IT

(Company)



Michael Tenreiro, Director of Business Development

(Authorized Signature) (Representative Name, Title)

Michael Tenreiro, Director of Business Development

(Printed Name and Title of Authorized Representative)

May 12, 2020

(Date)

631-413-4924/855-815-7474

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT2000000158

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Capital Consulting L.L.C. D/B/A Tharseo IT  
Company



Michael Tenreiro, Director of Business Development

\_\_\_\_\_  
Authorized Signature

May 12, 2020  
Date

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



**PUBLIC SECTOR ADDENDUM  
to the  
ORACLE PARTNER NETWORK  
MASTER DISTRIBUTION AGREEMENT  
between  
CAPITAL CONSULTING LLC DBA THARSEO IT  
and  
ORACLE AMERICA, INC.**

This Public Sector Addendum (the "addendum") is between Oracle America, Inc. ("Oracle") and Capital Consulting LLC DBA Tharseo IT including your wholly and majority owned subsidiaries that you have bound to the agreement, as defined herein, and bind to this addendum and who have been previously granted distribution rights to public sector end users by Oracle (collectively referred to as "you"). This addendum shall be governed by the terms of the Oracle Partner Network Master Distribution Agreement US-OPN-MDA-16097416-01-JUN-2018 between Oracle and you dated June 01, 2018 (the "agreement") and the terms set forth below. Definitions used in the agreement shall have the same meaning under this addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the agreement, the term of this addendum shall prevail.

**1. Agreement Definitions**

For the purposes of this addendum, the term "end user license agreement" refers to (a) an Oracle Master Agreement ("OMA") with the applicable schedule(s), executed between Oracle and the public sector end user ; (b) an existing license agreement between Oracle and the public sector end user which is approved for use by Oracle as described in a distribution addendum; or (c) a legally binding written agreement between you and the public sector end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "end user hardware agreement" refers to (a) an Oracle Master Agreement ("OMA") with the applicable schedule(s) ; (b) an existing license agreement between Oracle and the end user which is approved for use by Oracle as described in a distribution addendum; (c) Oracle's Manufacturer's Statement of Terms; or (d) a legally binding written agreement between you and the end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "public sector end user" refers to an end user that is (a) a government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and (b) licensed to use the programs for its own internal business operations and/or purchases the hardware subject to the terms of an end user agreement as further provided for in this addendum and the agreement.

**2. Distribution Rights**

Notwithstanding anything to the contrary in the agreement, Oracle grants you a nonexclusive, nontransferable right to distribute programs, hardware, learning credits (to the extent permissible under applicable laws), and/or services to public sector end users subject to the terms of this addendum, the agreement and the applicable distribution addendum. {NOTE: Learning credits are prohibited for North America public sector end users}.

**3. Order Terms**

Notwithstanding anything to the contrary in the section of the agreement entitled Order Terms, upon request from Oracle, you agree to submit to Oracle a copy of the end user agreement related to each order for a public sector end user and any ordering documents, purchase agreements and other documents between you and the public sector end user that together with the end user agreement form the complete end user contract related to the order.

#### 4. End User Agreement

Notwithstanding anything to the contrary in the agreement or a distribution addendum, it is your responsibility to ensure that any distribution of programs, hardware, learning credits, and/or services to a public sector end user is subject to a legally binding end user agreement. The end user agreement must be (a) Oracle's current OMA with the applicable schedule(s); (b) an existing license agreement between Oracle and the public sector end user which is approved for use by Oracle with the applicable schedules attached; (c) solely with respect to the distribution of hardware, related technical support and other related services that are identified in Oracle's technical support policies, Oracle's Manufacturer's Statement of Terms; or (d) a legally binding written agreement between you and the public sector end user under which you distribute the programs, hardware, learning credits and/or services with your value added package in accordance with the terms of this addendum and the agreement. Oracle's Manufacturer's Statement of Terms may not be used with the distribution of programs and related services. You may obtain a copy of Oracle's current standard OMA and the applicable schedule(s) at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). Orders for hardware products that consist solely of products designated by Oracle as Non-IP Parts do not require an end user agreement. You may access the list of Non-IP Parts at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

If the end user agreement is a legally binding written agreement between you and the public sector end user, the terms for that end user agreement shall be either (a) the standard OMA with the applicable schedule(s) modified such that (i) you are the licensor and are responsible for all obligations under such agreement that would have been required of Oracle if Oracle were the licensor and (ii) Oracle is designated as a third party beneficiary of the end user agreement; or (b) your own end user agreement that complies with the terms set forth below.

If the end user agreement is your own agreement, such agreement must at a minimum include the terms set forth below in addition to any terms set out in the Partner Ordering Policy. The required terms set forth below are subject to change at Oracle's discretion upon 30 days notice. The end user agreement at a minimum must:

- (1) Limit the use of the programs and/or hardware that are subject to the end user agreement to the legal entity that executed the end user agreement.
- (2) Restrict the use of the programs to the internal business operations of the public sector end user, and to the application package in accordance with the distribution addendum if applicable, subject to the terms of the end user agreement, including the license definitions and rules set forth in the program documentation and the Partner Ordering Policy. You may allow your public sector end users to permit agents or contractors (including, without limitation, outsourcers) to use the programs on the applicable public sector end user's behalf for the purposes set forth in the end user agreement, subject to the terms of such agreement, provided that such public sector end users are responsible for the agent's, contractor's and outsourcer's compliance with the end user agreement in such use. For programs that are specifically designed to allow the public sector end user's customers and suppliers to interact with the public sector end user in the furtherance of the public sector end user's internal business operations, such use may be allowed under the end user agreement. Oracle's license definitions and rules are subject to change and are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).
- (3) Restrict use of the operating system delivered with the hardware to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.
- (4) Restrict use of the integrated software and integrated software options to be in accordance with the terms of the end user agreement and the hardware documentation and only as incorporated in, and as part, of the hardware.
- (5) Define ancillary programs as those third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- (6) State that Oracle or its licensors retain all ownership in the intellectual property rights to the programs, operating system, integrated software, and integrated software options.
- (7) State that third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to the public sector end user under the terms of the third party technology license agreement specified in the program documentation, readme files, notice files, installation details and/or hardware documentation and not under the terms of the end user agreement.
- (8) Notify the end user that the hardware, integrated software, and integrated software options are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware, integrated software, or integrated software options for these purposes.

(9) Prohibit the public sector end user from assigning, giving, or transferring the programs, operating system, integrated software, integrated software options, and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs, operating system, integrated software, integrated software options, and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software, integrated software options, and/or any services). If the public sector end user decides to finance its acquisition of the programs, hardware and/or any services, the public sector end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.

(10) Prohibit (a) use of the programs for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; (c) the public sector end user from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs, operating system, integrated software, or integrated software options from passing to the public sector end user or any other party.

(11) Prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system, integrated software, or integrated software options, and prohibit duplication of the programs, operating system, integrated software, or integrated software options, except for a sufficient number of copies for the public sector end user's licensed use and one copy of each program media.

(12) Restrict use of any additional programs that Oracle may include with the programs and/or hardware ordered for trial, non-production purposes only. The public sector end user may not use such additional programs included with an order to provide training or attend training provided by you or a third party on the content and/or functionality of the programs. The public sector end user has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the end user license agreement. If the public sector end user decides to use any additional programs after the 30 day trial period, the public sector end user must obtain a license for such programs from you. If the public sector end user decides not to obtain a license for the additional programs after the 30 day trial period, the public sector end user will cease using and will delete any such programs from the public sector end user's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

(13) Inform the public sector end user that technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. Require the public sector end user to acknowledge that Oracle's technical support policies are incorporated into the end user agreement by reference. Inform the public sector end user that if it decides not to purchase technical support at the time of the license and/or hardware then the public sector end user will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the public sector end user decides to purchase support at a later date.

(14) Inform the public sector end user that any third party firms retained by the public sector end user to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.

(15) Inform the public sector end user that some programs, operating system, integrated software, or integrated software options may include source code that Oracle may provide as part of its standard shipment of such programs, operating system, integrated software, or integrated software options which source code shall be governed by the terms of the end user agreement.

(16) Inform the public sector end user that hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <http://www.oracle.com/support/policies.html>.

(17) Disclaim, to the extent not prohibited by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs and/or hardware.

(18) Require the public sector end user at the termination of the end user agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.

(19) Prohibit publication of any results of benchmark tests run on the programs and/or hardware.

(20) Require the public sector end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(21) Not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.

(22) Permit you to audit your public sector end user's use of the programs, require the public sector end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the public sector end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the public sector end user's costs incurred in cooperating with the audit.

(23) Require the public sector end user to agree that the public sector end user has not relied on the future availability of any hardware, programs or updates in entering into the end user agreement; however, (a) if the public sector end user orders technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the public sector end user for any program licensed under the end user agreement, per the terms of such end user agreement.

(24) Designate Oracle as a third party beneficiary of the end user agreement.

(25) Exclude the application of the Uniform Computer Information Transactions Act.

(26) Include any additional terms specific to Oracle services that you are distributing to the public sector end user as required by Oracle at the time of the applicable order.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user agreement between you and a public sector end user. Oracle is a third party beneficiary of any end user agreement between you and a public sector end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user agreement that excludes Oracle as a third party beneficiary.

The order between you and each public sector end user shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the end user agreement. Each order submitted by you to Oracle, shall specify whether the end user agreement will be (a) the OMA with the applicable schedule(s) accepted by the public sector end user online, (b) the OMA with the applicable schedule(s) executed by the public sector end user pursuant to the Partner Ordering Policy, (c) an existing license agreement between Oracle and the public sector end user which Oracle has approved for use in accordance with the Partner Ordering Policy with a signed Hardware Terms Exhibit, if applicable; (d) Oracle's Manufacturer's Statement of Terms; or (e) a legally binding written agreement between you and the public sector end user in accordance with the terms of this agreement. If the order submitted by you indicates that the OMA with the applicable schedule(s) will be executed by the public sector end user, you must provide the signed agreement to Oracle when you submit your order.

You agree to inform Oracle promptly if you are aware of any breach of an end user agreement. You agree to enforce the terms of an end user agreement between you and a public sector end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

## **5. Warranties, Disclaimers and Exclusive Remedies**

### **(A) Programs, Services and Learning Credits**

Notwithstanding anything to the contrary in the agreement or a distribution addendum, Oracle warrants that a program distributed to a public sector end user will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency related to a program distributed to a public sector end user within one year from delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies related to services provided to a public sector end user within 90 days from performance of the deficient services.

**ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THE PROGRAM LICENSE, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC**

**SECTOR END USER AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC SECTOR END USER; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THOSE SERVICES, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO THE PUBLIC SECTOR END USER.**

**THE LEARNING CREDITS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND. INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. YOU UNDERSTAND AND AGREE THAT YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE’S BEHALF WITH RESPECT TO SUCH LEARNING CREDITS.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**(B) Hardware**

Oracle provides a limited warranty for (i) the hardware, (ii) the operating system, integrated software, and integrated software options, 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, the integrated software, and the integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is shipped to you; this warranty will expire on the day that you ship the value added hardware package to the end user or distributor. 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 shipped to you. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/support/policies.html> (“the warranty web page”). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT ORACLE’S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, 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.**

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware or to the media which has been:

- i. modified, altered or adapted without Oracle’s written consent (including modification by 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 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
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.



**6. Indemnification**

For the purposes of this addendum, the term "end user" in section F of the agreement shall include public sector end users.

**7. U.S. Government End Users**

Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" as defined in the Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement.

**8. Term**

The term of this addendum shall commence on its effective date below and shall co-terminate with the agreement unless terminated earlier as provided in the agreement. Notwithstanding anything to the contrary in the agreement, this addendum may be terminated by either party at any time by providing thirty (30) days prior written notice to the other party.

Other than the modifications above, the terms and conditions of the agreement remain unchanged and in full force and effect.

The effective date of this addendum is \_\_\_\_\_ [to be completed by Oracle]

PARTNER:	CAPITAL CONSULTING LLC DBA THARSEO IT	ORACLE AMERICA, INC.	
Authorized Signature:	<u>Amit Bahadur</u>	Authorized Signature:	<u>DocuSigned by: Alejandra Villegas</u>
Name:	<u>AMIT BAHADUR</u>	Name:	<u>A0EBE83A33444D8...</u>
Title:	<u>PRESIDENT</u>	Title:	_____
Signature Date:	<u>1/4/2019</u>	Signature Date:	_____

Agreement No.: US-OPN-MDA-PSADD-16097416-\_\_\_\_\_ [to be completed by Oracle]

CRFQ DOT200000158				
Primavera P6 Enterprise Project Portfolio Management – Application User Perpetual   CSI #18075389   Oracle Support Contract 5147014	Year	Total Number of Licenses	Annual Price Per License	Total Cost
Maintenance & Support plus reinstatement fees	1	105	\$ 401.62	\$ 42,170.09
Maintenance & Support	2	105	\$ 417.68	\$ 43,856.90
Maintenance & Support	3	105	\$ 434.39	\$ 45,611.17
Maintenance & Support	4	105	\$ 451.77	\$ 47,435.62
Maintenance & Support	5	105	\$ 469.84	\$ 49,333.05
<b>Total</b>				<b>\$ 228,406.83</b>

Oracle Standard Edition –Processor Perpetual   CSI #14235147   Oracle Support Contract 1987287	Year	Total Number of Licenses	Annual Price Per License Price	Total Cost
Maintenance & Support plus reinstatement fees	1	2	\$ 4,136.24	\$ 8,272.47
Maintenance & Support	2	2	\$ 4,301.69	\$ 8,603.37
Maintenance & Support	3	2	\$ 4,473.75	\$ 8,947.51
Maintenance & Support	4	2	\$ 4,562.70	\$ 9,305.41
Maintenance & Support	5	2	\$ 4,838.81	\$ 9,677.62
<b>Total</b>				<b>\$ 44,806.37</b>

Oracle Standard Edition –Processor Perpetual   CSI #18899503   Oracle Support Contract 1987287	Year	Total Number of Licenses	Annual Price Per License	Total Cost
Maintenance & Support plus reinstatement fees	1	1	\$ 3,809.39	\$ 3,809.39
Maintenance & Support	2	1	\$ 3,961.77	\$ 3,961.77
Maintenance & Support	3	1	\$ 4,120.24	\$ 4,120.24
Maintenance & Support	4	1	\$ 4,285.05	\$ 4,285.05
Maintenance & Support	5	1	\$ 4,456.43	\$ 4,456.43
<b>Total</b>				<b>\$ 20,632.88</b>

**Total Bid Amount** \$ **293,846.09**

Additional required CSI per Oracle				
Primavera P6 Level 4 - Names User Perpetual   CSI #16296824   Oracle Support Contract 5147014	Year	Total Number of Licenses	Annual Price Per License	Total Cost
Maintenance & Support plus reinstatement fees	1	163	\$ 226.44	\$ 36,909.55
Maintenance & Support	2	163	\$ 235.50	\$ 38,385.94
Maintenance & Support	3	163	\$ 244.92	\$ 39,921.37
Maintenance & Support	4	163	\$ 254.71	\$ 41,518.23
Maintenance & Support	5	163	\$ 264.90	\$ 43,178.96
<b>Total</b>				<b>\$ 199,914.05</b>

\*\* This section (CSI 16296824) has been added per Oracle instruction, as it is a part of Support Contract 5147014. If you no longer require support for these licenses, please contact Tharseo for further assistance and we will work with Oracle to have them removed. If you require support on this CSI, then the total price for support is \$493,760.13\*\*

**Please Note the Following:**

Technical support is provided by Oracle in accordance with Oracle’s then-current Technical Support Policies.

Please note that Extended Support is not included in this quote for technical support. Oracle is unable to guarantee the requirement of Extended Support for any Option Period(s) at this time. Should you require Extended Support, that will be priced separately.

Quote C-GM00286 must be referenced in the end user order