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Header 8

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 848827

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000020347

Legal Name: CAPITAL CONSULTING LLC

Alias/DBA:

Total Bid: \$893,607.37

Response Date: 03/16/2021

Response Time: 13:00

Responded By User ID: TharseoIT1

First Name: Michael

Last Name: Tenreiro

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Phone: 6314134924

SO Doc Code: CRFQ

SO Dept: 1200

SO Doc ID: AUD2100000002

Published Date: 3/3/21

Close Date: 3/16/21

Close Time: 13:30

Status: Closed

Solicitation Description: ORACLE SUPPORT LICENSE AND SUPPPORT 5 YEAR TERM

Total of Header Attachments: 8

Total of All Attachments: 8



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 848827
Solicitation Description: ORACLE SUPPORT LICENSE AND SUPPPORT 5 YEAR TERM
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-03-16 13:30	SR 1200 ESR03162100000006293	1

VENDOR
 VS0000020347
 CAPITAL CONSULTING LLC

Solicitation Number: CRFQ 1200 AUD2100000002
Total Bid: 893607.3699999999953433871269 **Response Date:** 2021-03-16 **Response Time:** 13:00:27
Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	Change Management Pack - CSI #3361654				4502.69

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Change Management Pack - CSI #3361654

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Oracle Database Enterprise - CSI #3361654				180109.71

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Database Enterprise - CSI #3361654

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Oracle Diagnostics Pack - CSI #3361654				4502.69

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Diagnostics Pack - CSI #3361654

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Oracle Partitioning - CSI #3361654				45027.45

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Partitioning - CSI #3361654

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Oracle Tuning Pack - CSI #3361654				4502.69

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Tuning Pack - CSI #3361654

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Oracle Database Enterprise Edition - CSI #3833074				170020.05

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Database Enterprise Edition - CSI #3833074

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Oracle Advanced Security - CSI #15811698				116740.18

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 12
Oracle Advanced Security - CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Oracle Bus Intelligence Ste Enterprise Ed Plus CSI #15811698				82691.01

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 50
Oracle Bus Intelligence Ste Enterprise Ed Plus CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Oracle Database Enterprise Edition - CSI #15811698				155653.59

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Database Enterprise Edition - CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Oracle Database Vault - CSI #15811698				38913.31

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 2
Oracle Database Vault - CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Oracle Diagnostics Pack - CSI #15811698				11674.05

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 4
Oracle Diagnostics Pack - CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Oracle Tuning Pack - CSI #15811698				11674.05

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE Qty - 4
Oracle Tuning Pack - CSI #15811698

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Oracle Diagnostics Pack - CSI #21665403				40557.52

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 8
Oracle Diagnostics Pack - CSI #21665403

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Oracle Tuning Pack - CSI # 21665403				27038.38

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: Please refer to Exhibit A Pricing Sheet.
Contract Amount Price above is the 5 year cost for each product with all quantities.

Extended Description:

SERVICE QTY - 8
Oracle Tuning Pack - CSI # 21665403



West Virginia State Auditor's Office

Oracle Support License and Support 5 Year Term

CRFQ-1200/AUD2100000002

Solicitation Submission: March 16, 2021

Capital Consulting LLC D/B/A Tharseo IT

1231B Good Hope Rd. SE
Washington DC 20020-6907
TharseoIT.com. | 855.815.7474

Contact Information

Eric Wimer 703.930.9509 | ewimer@tharseoit.com

This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction as contained in page 1 through the end of document.

Table of Contents

Statement of Confidentiality 3

Certification of Compliance 3

Validity of Proposal..... 3

Enquiries and Corporate Contact Information 3

COVER LETTER..... 4

THARSEO IT COMPANY SUMMARY..... 5

3.0 Qualifications..... 7

4.0 Mandatory Requirements..... 8

Statement of Confidentiality

All information submitted within this response to Government of the District of Columbia to be treated as confidential and to be used only within the context of the evaluation criteria as outlined in CRFQ-1200/AUD210000002

Certification of Compliance

Capital Consulting L.L.C. D/B/A Tharseo IT certifies it has read and understood the solicitation and all amendments and is following proper compliance with all articles, clauses, terms, and conditions contained or referenced within CRFQ-1200/AUD210000002

Validity of Proposal

Capital Consulting L.L.C. D/B/A Tharseo IT understands the terms set out in this response will remain valid for a period of not less than 120 days from the closing date of this solicitation, being 03/16/2021.

Enquiries and Corporate Contact Information

Should any enquiries arise during the review or evaluation of the contents of this submission, please contact Eric Wimer at 703-930-9509 or email ewimer@tharseoit.com . The mailing address of Capital Consulting L.L.C. D/B/A Tharseo IT is 1231B Good Hope Rd. SE, Washington, DC 20020.



Eric Wimer
CEO

03/16/2021

Date

COVER LETTER

Melissa Pettrey
Chief Purchasing Agent
(304) 558-0094
Melissa.k.pettrey@wv.gov

Solicitation: CRFQ-1200/AUD2100000002

On behalf of Tharseo IT, I'd like to thank you for the opportunity to submit our Proposal for Oracle Software License and Support Renewal. Tharseo IT is an Oracle Gold Partner, Oracle certified Cloud Excellence Implementer and authorized reseller of Oracle Services. We have an excellent track record of success helping Public Sector agencies design and deploy Oracle software, scaled agile design, development, integration, migration delivery and 24/7 operational support of open source and cloud solutions.

Please note that Tharseo IT is a West Virginia registered Minority Owned SWAM. Documentation is attached below.

Our proposal includes the price schedule and all other requested documents as per the solicitation.

Thank you for your consideration. We look forward to the possibility of working with you to fulfill all of Government of the District of Columbia's needs.

Should you have any questions, please feel free to reach out directly.

Sincerely,



Eric Wimer
CEO
Tharseo IT

THARSEO IT COMPANY SUMMARY

Offeror's Experience in Providing Similar Services

Tharseo IT is a minority owned, professional services company incorporated in Washington DC since 2014. We are registered as a Small Disadvantaged Business (SDB) and a HUBZone at both the Federal and State level in multiple states. Tharseo IT also holds a GSA IT-70 MAS contract with Cloud and Cloud-Related IT Professional Services SINs 132-40 & 132-51.

We specialize in assisting federal, state, and local government agencies move workflows, applications, and data to FedRAMP secure cloud services. We provide cloud-based software, scaled agile design, development, integration, data migration, delivery, 24/7 operational support, customer support, and training for Oracle Cloud Infrastructure (OCI). We also provide cloud architecture and planning for multi-cloud strategies using any combination of OCI, AWS & Azure.

Tharseo IT is a Public & Private Sector Certified Oracle Cloud Excellence Implementer (CEI) named as one of the 10 Most Promising Oracle Consulting/Service Companies in 2018 & 2019 by CIO Review magazine. With more than 50 years' combined experience in the IT industry, our founders and senior management led the technical team of 120 Oracle developers that successfully designed, built, and deployed DC Health Link, the District of Columbia's (DC) Health Benefit Exchange (HBX) in response to provisions of the Affordable Care Act in 2013.

Tharseo IT continues to develop, enhance, operate, and maintain critical systems for benefits management, enabling government agencies to take advantage of the fast, secure, and stable Oracle Cloud Infrastructure to achieve their mission of improving financial decision making for improved health outcomes. We are privileged to have tackled some of the toughest and most intractable technology and innovation problems for our government clients:

DC Department of Healthcare Finance (DHCF) District Access System (DCAS) – Provide Washington, DC agencies with an integrated eligibility system for Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), and other benefits programs, with case management capabilities.

DC Health District of Columbia Immunization Information System (DOCIIS) – Migrate to the cloud the critical public health system that collects, stores, tracks and monitors immunization event information across the lifespan for residents and visitors to DC, and integrate with the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) information system to aid in immunization assessments for pregnant women and children. *Moving to the Oracle GovCloud saved DC Health roughly 40% in infrastructure costs and 50% in development costs.*

Maryland 529 Program Operations & Maintenance and Modernization – Provide operational support to Maryland's existing MD529 banner application and provide data conversion and cleansing support to assist Maryland in its modernization efforts.

U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT) Portal – Provide the means for SNAP

recipients to authorize transfer of their government benefits from a Federal account to a SNAP retailer account to pay for products received from Farmers' Markets and Direct Marketing Farmers, promoting healthy lifestyles for low income families. The SNAP EBT Portal is used in all 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, and Guam.

Oracle Cloud Transformation

Data security, privacy, and HIPAA compliance are our customers' chief concerns when they come to us with a benefits systems modernization challenge. Tharseo IT answers the challenge with the Oracle Cloud Infrastructure, a fully secure, flexible, end-to-end solution for integrating legacy databases into one high-performing data analytics engine that gives decision-makers dashboard access to the information they need to accelerate innovation.

Tharseo IT was the first Oracle partner to deploy a state agency into the Oracle GovCloud in 2018. Our Oracle-certified cloud architects and application developers have expertise in the entire Oracle infrastructure stack including IAM, SOA, WebLogic, and DB. Tharseo IT works collaboratively with our clients to analyze existing systems or applications, determine the best migration strategy, and efficiently migrate portions of a system – or entire enterprise systems – to the Oracle cloud. Tharseo IT also provides Oracle cloud operations and maintenance support to ensure long-term stability and viability.

Tharseo IT was the first Oracle partner to deploy a state agency into the Oracle GovCloud in 2018.

The Oracle cloud simplifies the infrastructure, so we can spend more time with our customers, and less time programming. All the services and tools are on board in one platform and ready to integrate by our experienced Oracle-certified cloud architects. That way we can rapidly tailor the infrastructure and reporting features to meet our customer's specific requirements and have the system up and running reliably in record time.

Tharseo IT skillfully leads organizations through the data governance challenges inherent in systems integration, facilitating shared understanding around specific policies and data sharing agreements that enable our clients to combine decades of data from a variety of isolated networks and create powerful new capabilities for data analysis and decision support.

HIPAA Expertise On Board

Oracle Cloud Infrastructure provides a secure cloud environment assessed by these independent third-party programs for key security standards and compliance mandates:

Oracle Cloud Regulatory Compliance and Support Certifications/Accreditations:

- e US Federal Risk and Authorization Management Program (FedRAMP-High)
- The US DoD Information Assurance (DISA SRG impact level 5, IL5), **IL6 in currently in process*
- The Health Insurance Portability and Accountability Act (HIPAA)
- ISO 27001
- FIPS 140-2
- SOC1, SOC2, SOC3

3.0 Qualifications

3.1 Tharseo IT is a certified Oracle Partner, our Master Distribution Agreement is attached in the WVOasis Portal.

Our partner Affigent is also an Oracle Certified Partner and is authorized by Oracle to provide software maintenance and support for the Licenses quoted in our response.

4.0 Mandatory Requirements

4.1 All maintenance and support licenses for Support Service Number 1671923 have been quoted in the Exhibit A – Pricing sheet and is uploaded in the WVOasis portal.

4.1.2. Maintenance and support is provided for 5 years with 3 optional 1-year renewals.

4.1.3 Not applicable

4.1.4 The State of West Virginia has already accepted the Oracle terms required for this purchase

4.1.6. Maintenance and support minimums will be met

4.1.7. Tharseo IT agrees to accept and incorporate the current negotiated terms between Oracle and the State of West Virginia.

From: Purchasing Vendor Registration <Purchasing.VendorRegistration@wv.gov>

Sent: Wednesday, March 10, 2021 5:28 PM

To: Amit Bahadur <abahadur@tharseoit.com>

Cc: eric wimer <ewimer@tharseoit.com>; Oliver, Terra N <Terra.N.Oliver@wv.gov>

Subject: RE: [External] Confirmation on Preference points for WV Contracts

Amit:

I have reviewed the record for CAPITAL CONSULTING LLC, wvOASIS vendor # VS0000020347. This entity's SWAM Certification, in accordance with the qualifications of **West Virginia Code** §5A-3-59, is valid until 10/21/2021.

In addition, your business entity appears on the official West Virginia SWAM-Certified vendor list at <http://www.state.wv.us/admin/purchase/VendorReg.html>, designated by a green button.



Regarding any vendor preference within State of West Virginia procurement, our SWAM Certification program is the two-year certification you mention below. I would suggest you review the Vendor Preference Certificate on <http://www.state.wv.us/admin/purchase/forms.html>, and any additional legislation regarding preferences for specific commodities or services.

Thank you,

Mark L. Totten

Technical Services Manager

West Virginia Department of Administration

Purchasing Division

304.558.7839

mark.l.totten@wv.gov / WVPurchasing.gov



**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]



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 848827		Reason for Modification:	
Doc Description: ORACLE SUPPORT LICENSE AND SUPPPORT 5 YEAR TERM			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-03-03	2021-03-16 13:30	CRFQ 1200 AUD2100000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: # VS0000020347

Vendor Name : Capital Consulting LLC D/B/A Tharseo IT

Address : Main Office

Street : 1231B Good Hope Rd SE

City : Washington

State : District of Columbia **Country :** United States **Zip :** 20020

Principal Contact : Eric Wimer

Vendor Contact Phone: 703-930-9509 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  **FEIN# 47-1729825** **DATE 03/16/2021**

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State Auditor's Office (WVSAO), to establish a contract for Oracle software maintenance and support for the products the WVSAO currently utilizes on its mainframe server per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US		STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Change Management Pack - CSI #3361654				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:

SERVICE QTY - 4
Change Management Pack - CSI #3361654

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US		STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Oracle Database Enterprise - CSI #3361654				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:

SERVICE QTY - 4
Oracle Database Enterprise - CSI #3361654

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Oracle Diagnostics Pack - CSI #3361654				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Diagnostics Pack - CSI #3361654

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Oracle Partitioning - CSI #3361654				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Partitioning - CSI #3361654

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Oracle Tuning Pack - CSI #3361654				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Tuning Pack - CSI #3361654

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Oracle Database Enterprise Edition - CSI #3833074				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Database Enterprise Edition - CSI #3833074

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Oracle Advanced Security - CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 12
Oracle Advanced Security - CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Oracle Bus Intelligence Ste Enterprise Ed Plus CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 50
Oracle Bus Intelligence Ste Enterprise Ed Plus CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Oracle Database Enterprise Edition - CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Database Enterprise Edition - CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Oracle Database Vault - CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 2
Oracle Database Vault - CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Oracle Diagnostics Pack - CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 4
Oracle Diagnostics Pack - CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Oracle Tuning Pack - CSI #15811698				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE Qty - 4
Oracle Tuning Pack - CSI #15811698

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Oracle Diagnostics Pack - CSI #21665403				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 8
Oracle Diagnostics Pack - CSI #21665403

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Oracle Tuning Pack - CSI # 21665403				

Comm Code	Manufacturer	Specification	Model #
81112501			

Extended Description:
SERVICE QTY - 8
Oracle Tuning Pack - CSI # 21665403

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
AUD210000002	Draft	ORACLE SUPPORT LICENSE AND SUPPPORT 5 YEAR TERM	9

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/10/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 03/09/2021 @ 2:00 PM

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Melissa.K.Pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: ORACLE SUPPORT LICENSE AND SUPPPORT 5 YEAR TERM
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ AUD2100000002
BID OPENING DATE: 03/16/2021
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 02/10/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/16/2021 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until TBD (5 year initial term).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: 100,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Eric Wimer ; CEO

(Name, Title)

Eric Wimer ; CEO

(Printed Name and Title)

1231B Good Hope Rd SE. Washington, DC 20020

(Address)

703-930-9509

(Phone Number) / (Fax Number)

ewimer@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 LLC D/B/A Tharseo IT

(Company)



Eric Wimer; CEO

(Authorized Signature) (Representative Name, Title)

Eric Wimer; CEO

(Printed Name and Title of Authorized Representative)

03/16/2021

(Date)

703-930-9509

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Oracle Software Maintenance and Support
CRFQ AUD2100000002

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia State Auditor’s Office (WVSAO) is soliciting bids to establish a contract for Oracle software maintenance and support for the products the WVSAO currently utilizes on its mainframe server.

The scope of this request is only for continuation of support and maintenance of Oracle products and licenses already owned by the WVSAO. No additional products are being purchased. The Oracle products in use by the WVSAO are associated with the following Oracle Customer Support Identifiers (CSI): CSI #3361654, CSI #3833074, CSI #15811698, and CSI #21665403, respectively.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Licenses”** means Agency’s licenses to utilize Oracle software.

2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

- 3.1. Vendor must be authorized by Oracle to provide software maintenance and support for the Licenses. Documentation to verify the Vendor’s authorization should be submitted with bid, but must be provided prior to award.

4. **MANDATORY REQUIREMENTS:**

- 4.1. **Software Maintenance and Support:** Vendor must provide maintenance and support for the Licenses as follows:

REQUEST FOR QUOTATION
Oracle Software Maintenance and Support
CRFQ AUD2100000002

- 4.1.1. Support Service Number 1671923**
 - 4.1.1.1. Vendor must provide maintenance and support for Agency owned:**
 - 4.1.1.1.1. Four (4) Oracle Change Management Pack – Processor Perpetual. CSI # 3361654, License/Level Type = Full Use**
 - 4.1.1.1.2. Four (4) Oracle Database Enterprise Edition – Processor Perpetual. CSI # 3361654, License/Level Type = Full Use**
 - 4.1.1.1.3. Four (4) Oracle Diagnostics Pack – Processor Perpetual. CSI # 3361654, License/Level Type = Full Use**
 - 4.1.1.1.4. Four (4) Oracle Partitioning – Processor Perpetual. CSI # 3361654, License/Level Type = Full Use**
 - 4.1.1.1.5. Four (4) Oracle Tuning Pack – Processor Perpetual. CSI # 3361654, License/Level Type = Full Use**
 - 4.1.1.1.6. Four (4) Oracle Database Enterprise Edition – Processor Perpetual. CSI # 3833074, License/Level Type = Full Use**
 - 4.1.1.1.7. Twelve (12) Oracle Advanced Security – Processor Perpetual. CSI #15811698, License/Level Type = Full Use**
 - 4.1.1.1.8. Fifty (50) Oracle Business Intelligence Suite Enterprise Edition – Named User Plus Perpetual. CSI # 15811698, License/Level Type = Full Use**
 - 4.1.1.1.9. Four (4) Oracle Database Enterprise Edition – Processor Perpetual. CSI #15811698, License/Level Type = Full Use**
 - 4.1.1.1.10. Two (2) Oracle Database Vault – Processor Perpetual. CSI #15811698, License/Level Type = Full Use**
 - 4.1.1.1.11. Four (4) Oracle Diagnostics Pack – Processor Perpetual. CSI # 15811698, License/Level Type = Full Use**
 - 4.1.1.1.12. Four (4) Oracle Tuning Pack – Processor Perpetual. CSI # 15811698, License/Level Type = Full Use**
 - 4.1.1.1.13. Eight (8) Oracle Diagnostic Tuning Pack – Processor Perpetual. CSI # 21665403, License/Level Type = Full Use**
 - 4.1.1.1.14. Eight (8) Oracle Tuning Pack – Processor Perpetual. CSI # 21665403, License/Level Type = Full Use**
- 4.1.2. Maintenance and support must be provided for five (5) years with three (3) optional 1-year renewals.**
- 4.1.3. Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.**

REQUEST FOR QUOTATION
Oracle Software Maintenance and Support
CRFQ AUD2100000002

- 4.1.4. Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the WVSAO will have to agree or accept as part of this solicitation. This information will be required before Purchase Order is issued.
- 4.1.5. Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the WVSAO will be required to agree or accept as a part of this solicitation. This information will be required before Purchase order is issued.
- 4.1.6. Maintenance and Support shall include, at a minimum:
- 4.1.6.1. Vendor shall provide program updates, fixes, security alerts and critical patch updates.
 - 4.1.6.2. Vendor shall provide Oracle quarterly patches.
 - 4.1.6.3. Vendor shall provide Oracle security patches
 - 4.1.6.4. Vendor shall provide product upgrades including upgrade scripts.
 - 4.1.6.5. Vendor shall have the ability to provide support and assistance with service requests 24 hours a day, 7 days per week, 365 days per year, including all State holidays.
 - 4.1.6.6. Vendor shall provide web based customer support 24 hours a day, 7 days per week, 365 days per year, including all State holidays.
- 4.1.7. Vendor must also agree to accept and incorporate the current negotiated terms between Oracle and the State of WV into their agreement terms, as applicable. These terms available for review at:
<http://www.state.wv.us/admin/purchase/SWC/MSORACLE.htm>

5. CONTRACT AWARD:

- 5.1. **Contract Award:** The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.
- 5.2. Contract will be evaluated on all lines but only awarded on for the five year initial term. Renewal options for years 6, 7, and 8 will be initiated by the agency, agreed to by the vendor and processed by the West Virginia Purchasing Division as change orders for subsequent years.

REQUEST FOR QUOTATION
Oracle Software Maintenance and Support
CRFQ AUD210000002

5.3. Pricing Page: Vendor should complete the Pricing Page by providing an itemized annual cost of support and maintenance.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item. Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. PAYMENT: Agency shall pay annual fee as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. FACILITIES ACCESS: In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Oracle Software Maintenance and Support
CRFQ AUD210000002

8. VENDOR DEFAULT:

8.1. The following shall be considered a vendor default under this Contract.

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

8.2. The following remedies shall be available to Agency upon default.

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Amit Bahadur

Telephone Number: 804-405-5347

Fax Number: 855-815-7474

Email Address: abahadur@tharseoit.com

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 LLC DBA THARSEO IT

Authorized Signature: *Amir Bahar*

Date: 3/9/2021

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 9 day of March, 2021.

My Commission expires 31st August, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

Sirelkhathim Ali

Exhibit A - WWSAO Oracle License Maintenance & Support Pricing Page

RFQ Item #	Description/Item/part	CSI#	Qty.	Unit Price Each - Year 1	Unit Price Each - Year 2	Unit Price Each - Year 3	Unit Price Each - Year 4	Unit Price Each - Year 5	Extended Total Price Years 1-5	Unit Price Each - Optional Year 6	Extended Price - Optional Year 6	Unit Price Each - Optional Year 7	Extended Price - Optional Year 7	Unit Price Each - Optional Year 8	Extended Price - Optional Year 8												
3.1.1.1	Change Management Pack - Processor Perpetual, or equal.	3361654	4	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$4,502.69	\$ 227.48	\$909.92	\$236.58	\$946.32	\$246.04	\$984.17												
3.1.1.2	Oracle Database Enterprise Edition - Processor Perpetual, or equal.	3361654	4	\$ 9,005.49	\$ 9,005.49	\$ 9,005.49	\$ 9,005.49	\$ 9,005.49	\$180,109.71	\$ 9,099.38	\$36,397.52	\$9,463.36	\$37,853.42	\$9,841.89	\$39,367.56												
3.1.1.3	Oracle Diagnostics Pack - Processor Perpetual, or equal.	3361654	4	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$4,502.69	\$ 227.48	\$909.92	\$236.58	\$946.32	\$246.04	\$984.17												
3.1.1.4	Oracle Partitioning - Processor Perpetual, or equal.	3361654	4	\$ 2,251.37	\$ 2,251.37	\$ 2,251.37	\$ 2,251.37	\$ 2,251.37	\$45,027.45	\$ 2,274.85	\$9,099.39	\$2,365.84	\$9,463.36	\$2,460.47	\$9,841.90												
3.1.1.5	Oracle Tuning Pack - Processor Perpetual, or equal.	3361654	4	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$ 225.13	\$4,502.69	\$ 227.48	\$909.92	\$236.58	\$946.32	\$246.04	\$984.17												
3.1.1.6	Oracle Database Enterprise Edition - Processor Perpetual, or equal.	3833074	4	\$ 8,501.00	\$ 8,501.00	\$ 8,501.00	\$ 8,501.00	\$ 8,501.00	\$170,020.05	\$ 8,589.64	\$34,358.55	\$8,933.22	\$35,732.89	\$9,290.55	\$37,162.21												
3.1.1.7	Oracle Advanced Security - Processor Perpetual, or equal.	15811698	12	\$ 1,945.67	\$ 1,945.67	\$ 1,945.67	\$ 1,945.67	\$ 1,945.67	\$116,740.18	\$ 1,965.96	\$23,591.47	\$2,044.59	\$24,535.13	\$2,126.38	\$25,516.53												
3.1.1.8	Oracle Business Intelligence Suite Enterprise Edition Plus, or equal.	15811698	50	\$ 330.76	\$ 330.76	\$ 330.76	\$ 330.76	\$ 330.76	\$82,691.01	\$ 334.21	\$16,710.64	\$347.58	\$17,379.06	\$361.48	\$18,074.22												
3.1.1.9	Oracle Database Enterprise Edition - Processor Perpetual, or equal.	15811698	4	\$ 7,782.68	\$ 7,782.68	\$ 7,782.68	\$ 7,782.68	\$ 7,782.68	\$155,653.59	\$ 7,863.83	\$31,455.30	\$8,178.38	\$32,713.51	\$8,505.51	\$34,022.05												
3.1.1.10	Oracle Database Vault - Processor Perpetual, or equal.	15811698	2	\$ 3,891.33	\$ 3,891.33	\$ 3,891.33	\$ 3,891.33	\$ 3,891.33	\$38,913.31	\$ 3,931.91	\$7,863.81	\$4,089.18	\$8,178.36	\$4,252.75	\$8,505.50												
3.1.1.11	Oracle Diagnostics Pack - Processor Perpetual, or equal.	15811698	4	\$ 583.70	\$ 583.70	\$ 583.70	\$ 583.70	\$ 583.70	\$11,674.05	\$ 589.79	\$2,359.15	\$613.38	\$2,453.51	\$637.91	\$2,551.66												
3.1.1.12	Oracle Tuning Pack - Processor Perpetual, or equal.	15811698	4	\$ 583.70	\$ 583.70	\$ 583.70	\$ 583.70	\$ 583.70	\$11,674.05	\$ 589.79	\$2,359.15	\$613.38	\$2,453.51	\$637.91	\$2,551.66												
3.1.1.13	Oracle Diagnostics Pack - Processor Perpetual, or equal.	21665403	8	\$ 1,013.94	\$ 1,013.94	\$ 1,013.94	\$ 1,013.94	\$ 1,013.94	\$40,557.52	\$ 1,024.51	\$8,196.08	\$1,065.49	\$8,523.93	\$1,108.11	\$8,864.89												
3.1.1.14	Oracle Tuning Pack - Processor Perpetual, or equal.	21665403	8	\$ 675.96	\$ 675.96	\$ 675.96	\$ 675.96	\$ 675.96	\$27,038.38	\$ 683.01	\$5,464.06	\$710.33	\$5,682.62	\$738.74	\$5,909.92												
									TOTAL BID YEARS 1-5		\$893,607.37		TOTAL BID - OPTIONAL YEAR 6		\$180,584.90		TOTAL BID - OPTIONAL YEAR 7		\$187,808.28		TOTAL BID - OPTIONAL YEAR 8		\$195,320.62		TOTAL BID AMOUNT - 5 YEARS PLUS 3 OPTIONAL RENEWALS		\$1,457,321.16
<p>Solicitation will be evaluated on Total Bid Amount. Award will be for the initial five (5) years services only. Any services for subsequent years will be added by change order, initiated by the WWSAO, with the approval of the vendor, and approved by the West Virginia Purchasing Division.</p>																											
Vendor Name:		Capital Consulting L.L.C D/B/A Tharseo IT																									
Address:		1231B Good Hope Road SE, Washington, DC 20020																									
Phone Number:		703-930-9509																									
Email Address:		fwimer@tharseoit.com																									

Exhibit F - Totals Pricing Page - Year 1 -5

Description/Item/part	Extended Total Price Each Year 5			
Exhibit A Year 1 Total	\$178,721.47			
Exhibit B Year 2 Total	\$178,721.47			
Exhibit C Year 3 Total	\$178,721.47			
Exhibit D Year 4 Total	\$178,721.47			
Exhibit E Year 5 Total	\$178,721.47			
Total Year 5 (Five)	\$893,607.37			

Vendor Name:	Capital Consulting L.L.C. D/B/A Tharseo IT
Address:	1231B Good Hope Road SE, Washington, DC 20020
Phone Number:	703-930-9509
Email Address:	Ewimer@tharseoit.com

Exhibit A
Year 1
Total
Exhibit B
Year 2
Total
Exhibit C
Year 3
Total
Exhibit D
Year 4
Total
Exhibit E
Year 5
Total