

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 11/01/17

**Expiration Date:** 12/31/19

**Master Agreement Description:** Oracle Products and Services

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Martha Verhille 207-624-9842 ext. MARTHA.A.VERHILLE@MAINE.GOV

**Requestor Information**

Sharon Horne 207-624-9925 ext. sharon.horne@maine.gov

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000066570

**Vendor Name**

MYTHICS INC

**Alias/DBA**

**Vendor Address Information**

4525 MAIN ST SUITE 1500

VIRGINIA BEACH, VA 23462

US

**Vendor Contact Information**

Justin Hughes

757-412-1360 ext.

jhughes@mythics.com

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** MYTHICS INC

**Commodity Line #:** 1

**Commodity Code:** 20464

**Commodity Description:** Oracle SW, HW, Support, Maintenance, Training

**Commodity Specifications:** Subject to contract # R141801: <http://www.nationalipa.org/Vendors/Pages/Mythics.aspx>

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 11/01/17	<b>Service End Date</b> 12/31/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** MYTHICS INC

**Commodity Line #:** 2

**Commodity Code:** 92045

**Commodity Description:** Software Maintenance/Support

**Commodity Specifications:** Subject to contract # R141801: <http://www.nationalipa.org/Vendors/Pages/Mythics.aspx>

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 11/01/17	<b>Service End Date</b> 12/31/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** MYTHICS INC

**Commodity Line #:** 3

**Commodity Code:** 96258

**Commodity Description:** Professional Services (Not Otherwise Classified)

**Commodity Specifications:** Subject to contract # R141801: <http://www.nationalipa.org/Vendors/Pages/Mythics.aspx>

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 11/01/17	<b>Service End Date</b> 12/31/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** MYTHICS INC

**Commodity Line #:** 4

**Commodity Code:** 92091

**Commodity Description:** Training, Computer Based (Software Supported)

**Commodity Specifications:** Subject to contract # R141801: <http://www.nationalipa.org/Vendors/Pages/Mythics.aspx>

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 11/01/17	<b>Service End Date</b> 12/31/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**PARTICIPATING ADDENDUM**  
**National IPA, The Cooperative Purchasing Network (TCPN) Contract # R141801**  
**Administered by TCPN (hereinafter "Lead Agency")**

**MASTER VENDOR AGREEMENT**

Mythics  
(hereinafter "Contractor")  
And  
The State of Maine  
(hereinafter "State")

1. **Scope:** This Participating Addendum is issued to formalize an agreement between Mythics and the State of Maine and shall be effective upon the date last signed below. This addendum covers the The Cooperative Purchasing Network (TCPN)/National Intergovernmental Purchasing Alliance (National IPA) Contract No. R141801 (hereinafter referred to as the "TCPN/National IPA Contract") administered by the Lead Agency for use by the state agencies and other entities located in the State who are authorized to utilize State agreements.

2. **Participation:** Use of specific Lead Agency agreements by state agencies, political subdivisions and other entities authorized by State statutes to use State agreements are subject to the prior approval of the State of Maine Division of Purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Division of Purchases.

3. **Term:** The term of this Participating Addendum shall coincide with the term of the TCPN/National IPA Contract.

4. **State Modifications or Additions to Master Vendor Agreement:**

- a) **Governing Law:** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- b) **State Indemnification:** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the State's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the State in accordance with this Agreement.
- c) **Liability Insurance:** The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in the State of Maine by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the State from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may

continue under that arrangement. Prior to or upon execution of this Agreement, the Contractor shall furnish the State with written or photocopied verification of the existence of such liability insurance policy.

- d) The Contractor shall maintain "Cyber" Insurance to include: Professional Liability Insurance coverage equal to or greater than \$10 million each wrongful act: Data Breach, expenses, Consumer notification, whether or not required by law, Forensic investigations, Public relations and crisis management and Credit or identity monitoring or similar remediation services coverage equal to \$5,000,000 aggregate limit.
- e) Non-Appropriation: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- f) EEO: Contractor shall comply with 5 M.R.S. § 704 (2), Code of Fair Practices and Affirmative Action.
- g) Cancellation: Either party may cancel this Participating Addendum in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- h) Severability: The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- i) Approval: This Participating Addendum must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document. Your signature on this Participating Addendum is your representation to the Contractor that this has received all required approvals.
- j) State Employees Not to Benefit: No individual employed by the State of Maine at the time this ordering document is executed or any time thereafter shall be admitted to any share or part of this ordering document or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State of Maine at the time this ordering document is executed or any time thereafter shall be admitted to any share or part of this ordering document or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this ordering document so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- k) **Data Ownership, Confidentiality:** All materials and information given to the Contractor by the Department, or acquired by the Contractor on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.

In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Contractor and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement. All staff shall participate in annual training on the proper handling and treatment of personal or confidential information.

In the event of a breach of this confidentiality provision, the Contractor shall notify the State of Maine immediately.

The Contractor shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

- l) **Order of Precedence:** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of the TCPN/National IPA Contract #R141801. State modifications and additions contained in this Participating Addendum shall have precedence over TCPN/National IPA Contract #R141801.

5. **Primary Contacts:** The primary contact individual for this participating addendum is as follows (or their named successors):

**Lead Agency**

<b>Name</b>	<b>Justin Franzose</b>
<b>Address</b>	<b>111 Sewall Street, Augusta, ME 04333</b>
<b>Telephone</b>	<b>207-624-7337</b>
<b>Fax</b>	<b>207-287-6578</b>
<b>E-mail</b>	<b>justin.franzose@maine.gov</b>

**Contractor**

<b>Name</b>	<b>Mythics, Inc.</b>
<b>Address</b>	<b>1439 N. Great Neck Blvd. Virginia Beach, VA 23455</b>
<b>Telephone</b>	<b>757-233.4275</b>
<b>Fax</b>	<b>757-412-1060</b>
<b>E-mail</b>	<b>dwatters@mythics.com</b>

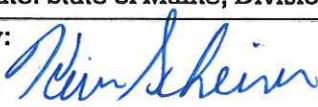
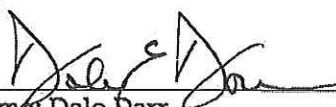
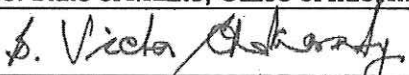
**State**

<b>Name</b>	<b>Terry Demerchant</b>
<b>Address</b>	<b>111 Sewall Street, Augusta, ME 04333</b>
<b>Telephone</b>	<b>207-624-7334</b>
<b>Fax</b>	<b>207-287-6578</b>

**6. Price Agreement Number:**

This Participating Addendum and the TCPN/National IPA Contract (administered by the Lead Agency) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Participating Addendum and the TCPN/National IPA Contract, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the TCPN/National IPA Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the TCPN/National IPA Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State: State of Maine, Division of Purchases	Contractor: Mythics
By: 	By: 
Name: Kevin Scheirer	Name: Dale Darr
Title: Director, Division of Procurement Services	Title: Vice President, Contracts
Date: 11/14/17	Date: November 6, 2017
State: State of Maine, Office of Information Technology	
By: 	
Name: James Smith	For B. VICTOR CHAKRAVARTY
Title: Chief Information Officer	ASSOC CIO, INFRASTRUCTURE
Date: 7 Nov 2017	

## Division of Purchases' Participating Addendum Authorization Form

**Form Instructions:** This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<b><i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i></b>			
<b>Contract Administrator:</b>	Sharon Horne / Thomas Howker	<b>Office/Division/Program:</b>	DAFS / OIT
<b>Agreement Amount: \$</b>	Master Agreement \$0.00	<b>CT or MA Number:</b>	RQS 18B-20171108x-675
<b>Contract Start Date:</b>	11-1-2017	<b>Contract End Date:</b>	12-31-2018
<b>Vendor's Business Name:</b>	Mythics Inc.	<b>State of Maine VC Number for Vendor:</b>	VC1000066570
<b>Vendor's Contact Name, Physical Address, Email Address, and Phone Number</b>	Justin Hughes Jessica Richards Ward 1439 N. Great Neck Rd.   Virginia Beach, VA 23454	<a href="mailto:jHughes@mythics.com">jHughes@mythics.com</a> ; 571-527-6790 <a href="mailto:jrichards@mythics.com">jrichards@mythics.com</a> ; 757-226-7610	
<b>Type of Service/Commodity or Project Name:</b>	Oracle software, hardware, support, maintenance, training, architecture/engineering/configuration, professional services.		
<b><i>The following information should refer to the pre-existing contract held by another state or entity:</i></b>			
<b>Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):</b>	Region 4, Education Service Center, Texas. Serves a seven-county area, 48 public school districts and 34 charter schools, representing more than 1.2 million students, 95,000 educators, and 1,500 campuses.	<b>Entity Contact Name, Email Address, and Phone Number:</b>	See Web Address below.
<b>Original RFP Name and Number:</b>	Oracle Products and Related Services, made available via TCPN, solicitation 14-17	<b>Pre-existing Contract Name and Number (resulting from RFP):</b>	TCPN Solicitation Number 14 – 18.
<b>Contract Start Date:</b>	1-1-2015	<b>Contract End Date:</b>	12-31-2018 (may be extended another year)

[http://www.nationalipa.org/Vendors/Pages/Mythics.aspx#ctl00\\_PlaceHolderMain\\_TabbedWebPart\\_tab1](http://www.nationalipa.org/Vendors/Pages/Mythics.aspx#ctl00_PlaceHolderMain_TabbedWebPart_tab1)

<http://www.nationalipa.org/Contracts/R141801/Mythics%20Proposal%20-%20TCPN%2014-18%20-%20Redacted%20for%20Public%20Viewing.pdf>

### 1. What is the departmental need for this service or commodity?

The Office of Information Technology has an investment in Oracle software and hardware exceeding \$15m. Most key State of Maine business applications, which OIT hosts, run using Oracle software on top of the Oracle hardware platform. OIT needs a master contract in place to allow it to flexibly and promptly respond to business needs. The master contract should cover equipment purchases, equipment maintenance, software purchase, software maintenance, cloud computing, staff training, equipment configuration and setup consulting, system architecture and performance consulting, environment upgrade consulting and application implementation consulting.



## Division of Purchases' Participating Addendum Authorization Form

### 2. How was the pre-existing contract identified?

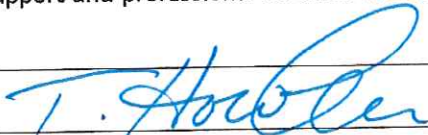
In the past 5-years the State of Maine has purchased Oracle software, services and support directly from Oracle, through the State of Massachusetts ITS-19 agreement and via competitive bid (bids awarded to Mythics who used the TCPN contract to achieve best pricing). The Mythics TCPN/National IPA contract came to OIT's attention due to Mythics best value responses to competitive quotes.

### 3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?

The State of Massachusetts ITS-19 contract renewal (to become ITS-64) has been in negotiation between Massachusetts and Oracle for over 2-years and it has not been finalized. The State of Massachusetts contract covers software, support, cloud computing and professional services. It does not cover equipment, which Maine requires. The original ITS-19 contract began in November 2004.

The Mythics National IPA/TCPN contract was competitively bid in October 2014 with the contract beginning in January 2015. It was bid by Texas, Education Service Center Region 4 supporting 1.2m students and 95,000 educators (larger than Maine State government and almost the population of Maine). Mythics has been awarded multiple OIT-Maine equipment and system configuration engagements based on their best value/least cost response to bids. The Mythics National IPA/TCPN contract covers all areas required by the Office of Information Technology. For accountability reasons, OIT prefers an offering which provides all services, which Mythics/TCPN does.

Oracle equipment is available under the NASPO ValuePoint computer equipment/peripherals agreement expiring April 2018. Oracle software, support and professional services are not available through NASPO.

<b>Signature:</b>	
<b>Date:</b>	11-7-2017