FAX COVER SHEET

Vendor Name : Mythics, Inc.

Buyer: John Estep

Solicitation No: CRFQ 0803 DOT2300000053

Bid Opening Date: 11/2/22

Bid Opening Time: 1:30 PM

Fax Number: 304-558-3970

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: 1117849		**Reason for Modification:**
Doc Description: Oracle Data Appliance, Licenses and Sup or equal (81230038)		
Proc Type: Central Master Agreement		

Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-14	2022-11-02 13:30	CRFQ 0803 DOT2300000053	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Mythics, Inc.

Address : 4525

Street: Main St., Suite 1500

City : Virginia Beach

State : Virginia   **Country : United States**   **Zip : 23462**

Principal Contact : Deonte J. Watters

Vendor Contact Phone: 757-412-4362   **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor **Signature X**	_(signature)_ FEIN# 54-1987871	**DATE** 11/2/22

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 West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an Oracle Database Appliance X9-2L, Oracle Licenses, Support, Maintenance and Services or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Oracle Data Appliance, Licenses and Sup or equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Oracle Data Appliance, Licenses and Support or equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-10-21

	Document Phase	Document Description	Page 3
DOT2300000053	Final	Oracle Data Appliance, Licenses and Sup or equal (81230038)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Mythics is submitting this bid pursuant to the terms and conditions of Oracle Master Agreement (OMA), US-OMA-226823, to govern the Oracle products and Mythics' US Communities Contract No.: 180233 and the professional services terms found in the Statement of Work which accompanies Mythics' bid and is incorporated herein by reference. If there are any conflicts between the terms of this bid solicitation and the OMA with regards to the Oracle Hardware, Software, License, or Maintenance Support, the latter shall prevail. If there are any conflicts between the the terms of this bid solicitation and the US Communities Contract and the professional services terms with regards to Mythics' professional services, the latter shall prevail.

EXHIBIT A - PRICING PAGE

Oracle Database Appliance, Licensing and Service or Equal
LOCATION: BUILDING S, ROOM A-726, CHARLESTON, WV 25305

Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Initial Year	Optional - Year Two***	Optional - Year Three***	Optional - Year Four***	Optional - Year Five***	Extended Cost
					Unit Cost				
Hardware, Installation and Support									
4.1.1	Oracle Database Appliance X9-2L - TAA model family - Part = 7603362 or equal	EA	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.1	Oracle Database Appliance X9-2L - TAA (for factory installation) - Part = 7603362 or equal	EA	1	$25,887.60	$0.00	$0.00	$0.00	$0.00	$25,887.60
4.1.1	Power cord Sun Rack jumper, straight, 2 meters, C14 plug, C13 connector, 15A (for factory installation - Part = 333V-2b-15-C14 or equal	EA	2	$19.85	$0.00	$0.00	$0.00	$0.00	$39.70
4.1.1	3.5-inch disk drive filler panel (for factory installation) - Part = 7131283 or equal	EA	10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.1	PCIe filler panel (for factory installation) - Part = 7102748 or equal	EA	1	$1.65	$0.00	$0.00	$0.00	$0.00	$1.65
4.1.1	Oracle 1/10 GbE Dual Rate SFP - Short Range (SR) Transceiver (for factory installation) - Part = 7120656 or equal	EA	2	$166.85	$0.00	$0.00	$0.00	$0.00	$333.70
4.1.1	Oracle Dual Port 25 Gb Ethernet Adapter for Oracle Database Appliance X9-2 (for factory installation) - Part = 7603576 or equal	EA	1	$401.10	$0.00	$0.00	$0.00	$0.00	$401.10
4.1.1	Oracle Quad Port 10GBase-T Adapter v2 for ODA X9-2 (for factory installation) - Part = 7604497 or equal	EA	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.1, 4.2	Oracle Premier Support for Systems - Renewal Partner - Part = B58179 for ODA X9-2L or equal	EA	1	$3,199.63	$3,455.62	$3,732.07	$4,030.64	$3,453.09	$17,871.67
4.1.1	Oracle Standard System Installation Service Site Audit Engineered Systems - Group I - Part = B74193 or equal	EA	1	$1,748.14	$0.00	$0.00	$0.00	$0.00	$1,748.14
4.1.1.6.1	Two 6.8 TB 2.5-inch NVMe PCIe 4.0 SSD with expansion bracket for Oracle Database Appliance X9-2L Part = 7603394 or equal	EA	1	$9,720.00	$0.00	$0.00	$0.00	$0.00	$9,720.00
4.1.1.6.1	Oracle Premier Support for Systems - Renewal Partner - Part = B58179 or equal for Expansion Drives	EA	1	$1,166.40	$1,259.71	$1,360.49	$1,469.33	$1,586.87	$6,842.80
Migrated New Licenses and Support									
4.1.3.1.1, 4.2	Oracle Database Enterprise Edition Processor Perpetual Software Update and License Support or equal Initial Term: 11-30-2022 to 11-29-2023	EA	1	$14,184.87	$7,542.87	$8,146.30	$8,798.00	$9,501.84	$148,521.66
4.1.3.1.2, 4.2	Delta Support Software Update and License Support Processor Perpetual or equal Term 01-01-2023 to 11-29-2023	EA	1	$3,550.30					$10,650.30
4.1.3.2, 4.2	Oracle Diagnostic Pack Perpetual License or equal Initial Term 11-30-2022 to 11-29-2023	EA	1	$5,307.00	$1,052.70	$1,136.92	$1,227.87	$1,326.10	$36,351.75
4.1.3.3, 4.2	Oracle Tuning Pack Perpetual License or equal Initial Term 11-30-2022 to 11-29-2023	EA	1	$3,538.00	$701.80	$757.94	$818.58	$884.07	$20,301.17
4.1.3.4, 4.2	Oracle Advanced Security Perpetual License or equal Initial Term 11-30-2022 to 11-29-2023	EA	1	$10,614.00	$2,105.40	$2,273.83	$2,455.74	$2,652.20	$44,303.50
Services**									
4.1.4.1	Configure ODA or equal	HR	80	$207.15					$16,572.00
4.1.4.2	ODA Upgrade and migrate current owned Agency Oracle Data to version 19C or equal	HR	60	$207.15					$12,429.00
4.1.4.3	ODA encryption on Oracle Device Appliance or equal	HR	40	$207.15					$8,286.00
4.1.4.4	ODA OEM setup on Oracle Device Appliance or equal	HR	80	$207.15					$16,572.00
4.1.4.5, 4.2	ODA Monitoring as a Service or equal	LS	1	$11,985.00	$12,584.25	$13,213.46	$13,874.14	$14,567.84	$66,224.69
4.1.4.6, 4.2	ODA Patching as a Service or equal	LS	1	$74,630.00	$78,633.50	$82,279.58	$86,393.55	$90,713.23	$412,647.86
4.1.4.7, 4.2	ODA Full Based Managed Services or equal	LS	1	$140,980.00	$148,029.00	$155,430.00	$163,202.00	$171,362.10	$779,003.10
4.1.4.8	Oracle PaaS & IaaS Universal Credits or equal	EA	3500	$1.00	$1.00	$1.00	$1.00	$1.00	$17,500.00
4.1.4.9	Hourly Rate for on-going ODA Support or equal	HR	240	$207.15	$217.50	$228.38	$239.80	$251.79	$274,708.80
								TOTAL AMOUNT WITHOUT TRADE IN →	**$1,932,517.57**
Trade In									
4.1.2	Trade in Value for three (3) Agency owned Oracle Database Standard Edition Licenses: CSI = 14235147 (QTY 2) CSI = 18899503 (QTY 1)									($47,769.15)
								TOTAL AMOUNT OF BID WITH TRADE IN →	**$1,884,748.42**

* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
** TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
*** Optional Renewals- Year Two through Year Five may be renewed by Change Order upon mutual agreement between the Vendor and Agency.

Vendor Signature
George J. Walters, CCMAP - Vice President, Contracts

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TIME AND MATERIAL STATEMENT OF WORK #152040

West Virginia Department of Transportation

November 1, 2022

Submitted to:
Bob Bryant
Section Head, DOT Information Division

Submitted by:
Mythics, Inc.
4525 Main street, Ste. 1500, Virginia Beach, VA 23462
CAGE: 1TA34 | DUNS: 013358002

Shane Kozuch
Sr. Account Manager
Voice: (757) 274-6729
Fax: (757) 412-1060
skozuch@mythics.com

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1. Description of Services

1.1 Consulting Services

The services outlined in this Statement of Work have been estimated to occur within a period of performance beginning 1/1/2023 and ending 12/31/2023.

1.1.1 Key Details

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-ended contract for an Oracle database appliance X9-2L, Oracle licenses, support, maintenance, services or equal.

WVDOT is seeking to replace its end-of-life hardware with new equipment that will operate the current agency owned AASTHOW are SiteManager Oracle database. This software and database manage the construction lifecycle and project management for all WVDOT construction projects.

This Statement of Work will address the Services or Equal as listed in section 4.1.4, including sub-section 4.1.4.1, 4.1.4.2, 4.1.4.3, 4.1.4.4, 4.1.4.5, 4.1.4.6, 4.1.4.7, and 4.1.4.9 to comply with sub-section 4.1.4.9.1 for a Statement of Work (SOW).

1.1.2 Environment Snapshot

The below figure represents the database environments that will be considered in scope for the monitoring service described in this statement of work. All databases are production databases. The client may have additional database environments that they may want supported with the On Demand service. These environments will be described as needed when the client opens an On Demand Support Ticket.

Item	Detail
Host Server information	Unknown
Database version	4 databases version 12.1 (single instance) – production and non-production
Security (DB Vault, encryption, Audit Vault)	Unknown
Oracle Enterprise Manager 12c	Not currently in use

Table 1.1.2a – Current Environment Snapshot

Item	Detail
Production ODA	X9-2L
Non-Production ODA and DR	X9-2L
Databases hosted on the ODA	3 Windows VM on the ODA, version will be 19c

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Data-Guard for DR	N/A
Monitoring	Oracle Enterprise Manager 13c
DBST, DBSAT	Must be install
ODA Back and Recovery using RMAN	Must be installed
ACFS	Must be setup (space not specified RFQ, will use 100GB)

Table 1.1.2b – Future Environment Snapshot

1.1.3   Scope of Services

Project Kick-off, Planning

As part of the project engagement, Mythics Consulting will hold a kick-off meeting with the client and all the stakeholders. Mythics Consulting delivery team will explain the project details, scope, deliverable and execution plan.

Configure Oracle Database Appliance (80 hours)

Configuration and setup of the two (2) ODA X9-2L for production and non-production. Following are some of the high-level tasks for setting up the ODA:
1. Network preparation
    A. Gather the IP addresses for the nodes and backup network
    B. Gather domain name for the nodes and the ODA
    C. Validate network configuration (ping nlslookup)
    D. Download and run the configurator tool with the client.
2. Post Installation Tasks
    A. Run configurator
    B. Review the ODA install report

ODA upgrade and migrate current agency databases to 19c or equal (60 hours)

Mythics will Migrate 2 production databases and 2 non-production databases from existing Servers to the ODA X9-2L. The data will be migrated using Oracle data-pump, running the export on the source side and importing it to the ODA.

ODA encryption on Oracle Database Appliance (40 hours)

The tablespaces created on the ODA will be encrypted using Oracle Transparent Data Encryption AES 256 algorithm.

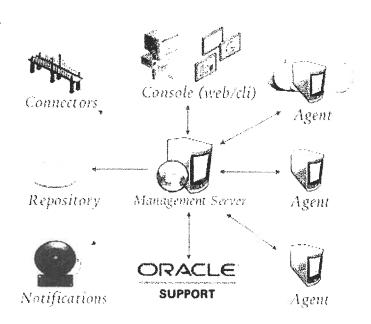*OEM setup on Oracle Database Appliance (80 hours)*

Mythics will work with the client to install Oracle Enterprise Manager 13c. Some of the tasks include:

- Client to provide physical or virtualized server with OS installed
- Mythics will install OEM 13c database repository and OMS (Oracle Management Server) on a single server/VM.
- Setup and configure OEM 13c
- Discover all the targets within OEM 13c.

WHAT IS ENTERPRISE MANAGER CLOUD CONTROL?

- Centralised monitoring and management platform

- Agents: Collects monitoring and configuration data

- Management Server (OMS): Receives and processes data from Agents

- Repository (OMR): Persistent store for collected data

Transition to Mythics Managed Services

As part of post migration support, while supporting the cut-over to production and stabilizing the environment, Mythics Consulting will be transition day-to-day operations to Mythics Managed Services.

1.2 Mythics Managed Services Description

The table below defines the broad categories of support that Mythics will provide to the client for the specified Production databases that are defined in the Environment Snapshot (Figure 1.1.2b). Each service is described in subsequent paragraphs below.

Environment	Services Included
Oracle Database Appliance (ODA X9-2L)	Monitoring as a Service Incident Management Incident Resolution Patching as a Service On Demand Support Administrative Services
4 Windows VM's running on the ODA 4 Databases 19c	Monitoring as a Service Incident Management Incident Resolution Patching as a Service On Demand Support Administrative Services

Table 3 Environment Services

1.2.1 Proactive Setup and Monitoring as a Service

i. Monitoring Setup

Mythics will work with your team in obtaining appropriate access to configure your existing Oracle Enterprise Manager to monitor the items listed in the environment snapshot. Mythics will configure monitoring and alert thresholds per our best practices and integrate alert output with our ticketing system or the clients system and Management Portal. Through our configuration Mythics and the client will

- Reduce unnecessary alerting and quiet noisy systems
- Correlate alerts to reduce redundant notifications
- Multiple alerting channels through email, phone, text

ii. Monitoring Services

Mythics will provide monitoring services of your environment listed in the environment snapshot 24 hours a day, 7 days a week, 365 days a year to identify nonstandard activity ("Event"). Our monitoring service is a combination of reactive automated monitoring through the use of Oracle Enterprise Manager and proactive monitoring of key database logs, backups etc as defined in our service catalog.

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Each event that causes an unplanned interruption or immediate material reduction in the quality of performance of the monitored environment shall be referred to as an incident. Mythics will determine the tools and criteria used to monitor the environment and whether an event constitutes an Incident.

Mythics will review security vulnerability advisories issued by the United States Computer Emergency Response Team ("CERT"). Any CERT advisory that applies to the environment snapshot and identifies a material risk to the environment, as determined by Mythics, will be treated as an Incident.

iii. Incident Management

Each event that causes an unplanned interruption or exceeds an alert threshold shall be referred to as an incident ("Incident"). For each incident, Mythics will

    a. Receive, acknowledge and validate the Incident;
    b. Categorize the Incident based upon the Mythics Severity Level definitions.
    c. Create an Incident ticket in the Portal for Incidents assigned as Severity 1 or Severity 2;
    d. Mythics will use reasonable efforts to notify the Client contact of a Severity 1 or Severity 2 Incidents within **60 minutes** of detection of such Incidents .
    e. Report and manage the volume of incidents through our portal.
    f. Mythics will determine whether to open a Service Request (SR) with the vendor as necessary and include relevant information from the incident ticket.

iv. Incident Resolution Services

Mythics will address Incidents and Problems resulting from the items in the Environment Snapshot assigned to Incident Resolution Services (see table 3). A Mythics Support Consultant ("SC") will be assigned to you for the duration of the services and is responsible for working with your SDM to facilitate the following services

- Resolution Services for Production Environments – Mythics will provide the following Resolution Services for the production environments identified in the Environment Snapshot 24 hours a day, 7 days a week, 365 days a year.

    a. Incident Resolution – After notifying you of an Incident, Mythics will manage the remediation and closure of the Incident and applicable Support Requests with Oracle Support. Mythics may contact your third-party support providers for collaboration on Incident Resolution
    b. Change Management – Mythics will coordinate and execute, as required, management of all updated, parameters changes, provisioning activities and adding and/or removing components as they apply to the items in the Environment Snapshot
    c. Problem Management – Mythics will analyze Incidents to identify the root cause of a single Incident or multiple Incidents ("Problem"). Mythics will create a Problem ticket in the Portal, coordinate the remediation of the Problem, and provide recommendations for corrective action for the avoidance of the applicable Problem in the future.

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    d.   Capacity & Availability Management. Mythics will provide system capacity and availability trending analysis via quarterly delivery plan reviews (see Administrative services)

    e.   Event Analysis – Mythics will analyze your event reports to determine whether a collection of events requires the logging of an incident ticket. If necessary, Mythics will create a ticket and provide recommendations for corrective action.

1.2.2   Patching as a Service

Mythics will provide patching services to provide twice a year patching of the Oracle quarterly patches and reactive patching as required to address Oracle patch recommendations associated with bug or SRs reported through our On Demand Support Services.

Mythics utilizes a structured approach to patching based upon Oracle best practices and our overall managed services experience. For each patch and patch cycle Mythics will

1. **Review the Patch.** The Mythics team will review the release notes of the patch and validate that the patch is applicable to the environment and that the application supports the patch by checking vendor certification matrix.

2. **Schedule Downtime.** The Mythics team will work with the client to schedule downtime to apply the patch in the environment

3. **Develop Communication Plan.** A key component of Mythics patching methodology is a communication plan. It is important to keep key stakeholders informed of the progress of patch. Mythics provides communication through updates to our customer portal and patching ticket. Our Service Delivery Manage provides updates via email as key components of the patching plan are completed.

4. **Create Patch Plan.** Mythics will create a patch plan for each patch that needs to be applied to an environment. The patch plan generally consists of

    a.   **Pre-Patch Activities.** Activities that need to occur before the patching begins.

    b.   **Notification/Communication plan.** Details on who needs to be notified and when during the patching process.

    c.   **Patch activities.** The steps and processes required to execute the patch. See "apply the patch" for our typical procedure.

    d.   **Backout Procedures.** Our patching plans include steps to retract the patch if necessary or if something goes wrong during the patching process.

    e.   **Post Patch Activities.** Activities and actions that need to be performed once the patching is complete.

5. **Apply the Patch.** Once the scheduled down time, communication plans and patch plans have been developed and approved, Mythics will apply the patch in the designated environment.

6. **Notify client.** Upon completion of the patch, Mythics notifies the client that patching has been successfully completed and any client checkouts may commence

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1.2.3   Environment Baseline Assessment

At the beginning of the engagement, Mythics will perform an overall environment health assessment.

The Managed Services project will begin with a review of the client environment that begins after the Mythics consultants have access to the environments listed in the snapshot above. All necessary work for the review will be charged against the On Demand hours provided and be completed by Mythics in 10 hours or less. As part of the review process Mythics will:•Validate software instances and versions match those listed in the Environment snapshot•Confirm hardware configurations and connectivity•Review or create documentation on architecture and access procedures•Run analytic tools to gather data on system operation and performance•Confirm OEM connectivity, rules, and reports•Prepare a report on system function and anomalies with recommendations to remediate potential issues and estimated hours for Mythics to address issuesAfter the review is complete, the client will have 60 days to either resolve the identified issues separately or use the included hours to remediate them. If the issues are not resolved after ninety (90) days from the start of the contract, Mythics reserves the right to re-negotiate the services to be delivered and/or the service level agreement.

1.2.4   On Demand Support Services

Mythics has included our On Demand Support Services to assist and support client staff in the management of the environments listed in the environment snapshot. Our On Demand support services will make consultants available for up to the number of hours per month listed in the key details above. Hours do not roll over from one quarter to the next, although clients may borrow from future quarters upon mutual agreement. The contract start will be mutually agreed upon by both parties. These hours are general-purpose and the client can put them toward any activity within the environments shown in the snapshot above. OnDemand hours can include maintenance, training, planning, or activities within any typical managed service (backups, replication, root cause analysis, etc). The client may choose for Mythics to respond immediately to issues that arise as a result of the proactive monitoring service (versus waiting for the client to assign Mythics the task). These situations may occur when the client's staff is on vacation or dedicated to another project. In these situations, Mythics will begin working the issue immediately and inform the client when we have started and when the issue is resolved. The setup and process to implement this method will be discussed at project kickoff.

To request Mythics engagement, customers will log tickets in the Service Desk. As much information as possible about the request (server names, error numbers, screen shots, etc) should be provided to speed up the resolution process. Mythics will review the request and assign to our On Demand Support team. The SDM will work with the client and On Demand Support team to schedule time to address the issue. Typical scheduling timeframes are referenced in table 4.

The hours are established based on customer request for support of their environment, but completion of any activity is not guaranteed within the allocated OnDemand Hours. OnDemand hours cannot be used for environments or systems not specified in the snapshot above. The customer cannot specify particular consultants to perform any requested activities.

Table 4

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Expected Activity Duration	Expected Working Hours	Lead Time
<2 hours	Normal business day	2 business days
	After hours	1 calendar week
2-8 hours	Normal business day	3 business days
	After hours	10 calendar days
8-40 hours	Normal business day	1 calendar week
	After hours	2 calendar weeks
40-60 hours	Normal business day	2 calendar weeks
	After hours	4 calendar weeks
>60 hours	Normal business day	Determined via the Special Request process
	After hours	Determined via the Special Request process

Expected activity duration will be established solely by the Mythics Consultant and SDM.

Time in which the Mythics team is in "standby" awaiting a request does not incur OnDemand hours. The minimum time logged for any OnDemand Hours is 30 minutes (0.5 hours). After the first thirty minutes, time is tracked and used in 15-minute increments or fraction thereof. Unused OnDemand Hours expire at the end of the term (no rollover).

Mythics will utilize a combination of the below labor categories to deliver on the services within this Statement of Work. Selection of the specific consultant and/or labor category to perform any action resides solely with Mythics.

Table 5

Senior Solution Architect	Staff Consultant
Solution Architect	Associate Consultant
Senior Principal Consultant	Program Manager
Principal Consultant II	Project Manager II
Principal Consultant I	Project Manager I
Senior Consultant	

1.2.5   Administrative Services

The following administrative services are included within our Mythics Managed Services Offering

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1.2.5.1 Service Delivery Manager

Mythics includes a Service Delivery Manager (SDM) as part of our Managed Services engagement. The SDM is the primary client point of contact throughout the period of performance and ensures delivery excellence through managing projects, driving issues to resolution, tracking service tickets and metrics, and helping direct the technical team responsible for delivering the services to our customers.

1.2.5.2 Service Desk

Mythics will provide access to our Service Desk, a client-specific portal for requesting service and tracking incidents. This is the primary method of contacting Mythics to use the provided OnDemand Hours. The service desk provides a central trouble ticketing system for incident reporting (alongside 24 x 7 phone support), a centralized client architecture and infrastructure repository and a Mythics activity journal for live views into any client activity.

Access to the Service Desk will be provided to up to five key individuals at the client (more can be allowed if needed). The Service Desk allows seamless tracking of client incidents and is customized to display client environment information in dropdown boxes (information is collected during the initial deployment phase). The Service Desk Portal will issue alert emails to both the client and Mythics' contacts assigned to the engagement. Additionally, this Service Desk is used as a repository of information collected over time about the Client database environment. This information may be later used in subsequent time-study reporting to improve system performance and as a repository for frequently asked questions specific to Client systems. All system information and documentation collected during the implementation phase of the project will be made available to the Client team in the Service Desk.

1.3 Managed Services Project Team

The Mythics Managed Services team includes individuals with expertise across a variety of technical, management and key industry disciplines, such as ITIL, Oracle Database, Fusion Middleware, Engineered Systems and more. Your services include access to each of these individuals at the appropriate time, and as such, our entire team should have access to your environments and all information pertaining to them.

You will have a primary account team involved in all aspects of our relationship. The dedicated points of contact for your team are listed below:

- Service Delivery Manager (SDM)
  - Client's Primary contact throughout the MMS contract.
  - Coordinates all the maintenance activities and is responsible for sending periodic reports
  - Ensures routine data maintenance and monitoring activities are performed thoroughly and all emergency requests are handled efficiently
  - Handles all escalations and Monthly meetings
  - Front-line client satisfaction

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- **Manager of Technical Delivery**
  - o Manages technical resources when assigned by SDM
  - o Coordinates staffing for major maintenance events
  - o Conducts training events for Mythics and client personnel when necessary
  - o Delivers key escalation support for technical issues
- **Executive Sponsor**
  - o Escalation support and client satisfaction
  - o Strategic partnership building and guidance

1.4 Customer Specific Obligations

Engagement success relies heavily on client engagement. Mythics requires the following, known, activities, roles, and participation from Customer. Additional requests and requirements may surface during delivery and will be tracked by the Project Manager.

If this Statement of Work or the Agreement provides for any onsite professional services, you must provide a safe and healthful workspace for all Mythics resources performing professional services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death, illness or serious physical harm, and a workspace that has proper ventilation, etc.). Additionally, due to the uncertainties of the evolving Covid-19 situation, all Mythics resources performing onsite professional services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Mythics in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

1.5 Parameters / Assumptions

Mythics will perform the services in the SOW under the parameters as stated. These include client responsibilities and the client acknowledges that project duration and cost to the client under this SOW may be affected if any project parameters or client responsibilities are changed or not fully met.

- Client will provide Mythics proper remote access such as VPN, SSH, RDP, etc.
  - o This extends to all members of the Mythics Managed Services technical team, including any that may join in the future
  - o Client will provide access credentials and/or individual clearances within two (2) weeks of any request by Mythics at any time during the term of the services
  - o Client will be responsible for the cost of obtaining any necessary background checks or clearances for Mythics personnel

  - o Client will provide Mythics with access to Oracle Enterprise Manager

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- Client will provide Mythics access to the business, client, and technical information and facilities necessary to execute the solution.
    o Client is responsible for coordinating with other organizations and/or contractors to obtain the necessary information.
    o Client will ensure that appropriate personnel are available to meet with Mythics, as necessary.

- Mythics will be allowed to install and have full access to the system tools necessary for fulfillment of the services.
    o Mythics will be provided the IT resources necessary to install, configure, and run Oracle Enterprise Manager and Oracle Management Cloud Service (a previous client environment may be used and/or upgraded to fill this function) with all necessary agents.
    o Mythics personnel will be granted full administrative access to the monitoring tools used by the client and/or installed by Mythics.
    o Mythics will be allowed to send alerts and statistical information originating from the monitoring tools in the client domain to the Mythics portal and management services
    o If other personnel (either client or other contractor) have access to the monitoring tools, there will be separate access granted to Mythics and an auditable process in place to track access and environment changes.

- Mythics personnel will follow all applicable customer change management policies and procedures.
    o Planned maintenance activities that are not priority 1 issues dealing with a major outage or significant security issue will be scheduled with no less than two (2) business days notification

- It is expected that personnel outside the Mythics org (either client or third-party personnel) will have access to the environments under management.
    o The client will establish (or Mythics will be allowed to establish on the client's behalf) separate access for each user and an audit process to track access and activities within the managed systems and applications.
    o If the client or third-party personnel are working on systems being monitored by Mythics and do not put an alert blackout in place, Mythics may charge additional fees for work performed in responding to these alerts.
    o If actions of personnel outside of Mythics cause additional work for Mythics consultants, the client will be responsible for remediation of issues at the rates in the enclosed rate table.

- During this effort, Mythics will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the Client and third parties. Mythics, at the request of Client, will provide input to the client regarding optimal product or vendor selection.

- Mythics team members will engage in a knowledge transfer exercise as part of this effort relative to Mythics services, product functionality, similar installations, and techniques.

- The Mythics professional working day is eight hours, including reasonable time for meals.

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- o Mythics understands that occasions arise during client engagements that require a longer or shorter working day. Mythics will not extend engagements when delays result from Client inability to meet stated prerequisites prior to an engagement, nor when delays result from Client personnel or personnel required from other organizations or contractors not being available to provide required support.
  - o The services described will be delivered in consecutive months/hours, unless mutually agreed upon in writing prior to the project commencement.
  - o After-hours and weekend work is anticipated by the contract and explicit in certain services.
- • Renewal of Services
  - o Client can renew the services described within this Statement of Work at the completion of the contract.
  - o If Client chooses to not renew the services, Mythics obligation to perform the services will cease on the last day of the current term.
  - o Mythics will not increase the year over year services contract by more than 5%.
    - ■ Expansion of services or change of scope will result in a modification to the agreement.

1.6   Risks

In assembling this Statement of Work for Customer, potential risks to this engagement have been identified. The services described herein, do not include estimated scope or time if these risks are realized. Reasonable effort will be made by Mythics and Customer to mitigate these risks, as well as any that may arise during delivery.

1.7   Engagement Assumptions

Mythics has made every effort to accurately assess and estimate the requested consulting services. As no discovery effort is ever holistically exhaustive, a summary of assumptions made by Mythics in assembling this Statement of Work is below. If any assumptions prove to be invalid during delivery, adjustments to schedule, scope, or budget outlined herein may be required to complete the Description of Services.

Mythics has estimated one week of travel and expenses to setup and configure the two Oracle Database Appliances.

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2. Fees: Labor & Travel

Estimated labor and expense cost for this project, based on the defined scope, assumptions, timelines, roles and responsibilities of all parties are outlined below.

Name	Total Monthly Cost	Total Months	Total Cost
Configure ODA or Equal (80 hours)	N/A	N/A	**$16,572.00**
ODA Upgrade and migrate current owned agency Oracle Data to version 19c (60 hours)	N/A	N/A	**$12,429.00**
ODA encryption on Oracle Device Appliance or equal (40)	N/A	N/A	**$8,286.00**
ODA OEM setup on oracle Device Appliance or equal (80)	N/A	N/A	**$16,572.00**
Proactive Setup and Monitoring as a Service	**$998.75**	12	**$11,985.00**
Patching as a Service	**$6,219.16**	12	**$74,630.00**
Full Mythics Managed Services	**$16,236.66**	12	**$140,980.00**

Mythics will bill client monthly for the total monthly cost listed above Payment is Net30.

Customer will pay out-of-pocket expenses ("Expenses"), such as travel, lodging, food, transportation, and other expenses incurred by the Consultant(s) associated with work performed as set forth in the Description of Services.

Mythics reserves the right to utilize any of the following labor categories to deliver the services defined within this SOW. Mythics has made every effort to accurately estimate the hours required to accomplish the defined scope. Customer will be invoiced for hours worked, by labor category, at the rates below. Any additional hours required or requested are subject to the same rate, invoicing and payment terms.

Labor Category	Commercial Rate
Senior Solution Architect	$258.02
Solution Architect	$245.53
Senior Principal Consultant	$239.29
Principal Consultant II	$215.36

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Labor Category	Commercial Rate
Principal Consultant I	$171.67
Senior Consultant	$135.25
Staff Consultant	$116.52
Associate Consultant	$86.35
Program Manager	$212.24
Project Manager II	$199.76
Project Manager I	$187.27
Contracts Administrator / Engagement Manager / Administration	$87.39
Subject Matter Expert II	$312.12
Subject Matter Expert I	$293.39

WV DOT hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall expire on Cover page date +30 calendar days. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and WV DOT only upon the execution of this SOW by the parties on the date this agreement is fully executed.

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3. Terms and Conditions

Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' US Communities Contract No.: 180233, fully executed on 12 December 2018 and the professional services terms incorporated herein. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict, Mythics' US Communities Contract terms and conditions will govern.

Warranty – Mythics warrants that the services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

Standard of Conduct - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client.

Payment Terms - All payments from Client to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If any portion of a bill has not been paid, except for items disputed by the Client, within the sixty (60) day period, interest at the rate of twelve percent (12%) per annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release Client from any of its obligations hereunder. All payment or invoice inquires should be directed to the following points of contact:

Mythics, Inc.	Client Name
Accounts Receivable	Accounts Payable
4525 Main Street, Suite 1500	Address
Virginia Beach, Virginia 23462	
Attn: Patricia Holley	Attn:
Telephone: 757-452-6291	Telephone:
Facsimile: 757-963-6198	Facsimile:
Email: patholley@mythics.com	Email:

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

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Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Client shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, Client acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have been purchased by or licensed to Mythics (collectively, the "Mythics' Proprietary Materials"), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the Client a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics' Proprietary Materials in connection with the Deliverables or the Services. Client agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics' Proprietary Materials.

IP Indemnification - If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

> Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);

> gives the Provider sole control of the defense and any settlement negotiations; and

> gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were

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made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Confidential Information - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

Disputes – Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics' president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

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In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in the County or City of Virginia Beach, Commonwealth of Virginia. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such State's principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in the Circuit Court of the City of Virginia Beach, Virginia or in the Federal Court in the Eastern District of Virginia, Norfolk Division. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

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4. Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate legal action to commit the organization he represents to the terms and conditions of this SOW.

Accepted by:	CLIENT NAME	Mythics, Inc.
Name: Title: *(Authorized Signatory)* Signature:		Deonte J. Watters, CCMAP Director of Contracts
Mailing Address:		Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:		
Phone:		(757) 412-4362
Email:		ConsultingContracts@mythics.com