

MA 18P 21081900000000000012
MODIFICATION

State of Maine



Master Agreement

Effective Date: 08/24/21

Expiration Date: 06/30/28

Master Agreement Description: Oracle Software, Support, Cloud Services, Training, Prof. Se

Buyer Information

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

Issuer Information

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

Requestor Information

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until June 30th, 2028.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000087426

Vendor Name

ORACLE AMERICA INC.

Alias/DBA

Vendor Address Information

500 ELDORADO BLVD
C/O ORACLE AMERICA, INC.
BROOMFIELD, CO 80021
US

Vendor Contact Information

Siebel Support Renewals
888-545-4577 ext.
oracle_supportrenewals@oracle.com

Commodity Information

Vendor Line #: 1

Vendor Name: ORACLE AMERICA INC.

Commodity Line #: 1

Commodity Code: 20600

Commodity Description: Oracle Software, Support, Cloud Services, Training, Prof. Se

Commodity Specifications:

Commodity Extended Description: Oracle Software, Support, Cloud Services, Training, Prof. Service per MA-ITS64

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	08/24/21	06/30/28
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 8/3/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:
Deborah Vaughn 8/2/2023
281A17671D66416...

Signature Date

Deborah Vaughn Contracts Manager

Print Representative Name and Title

DocuSigned by:
Nicholas Marquis 8/3/2023
A29C99359A37464...

Nicholas Marquis Interim CIO

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

This master agreement is for Oracle software and services, per contract ITS64 attached and hereby incorporate into this contract.

RIDER C
EXCEPTIONS

NA

Debarment, Performance, and Non-Collusion Certification


By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization and its Section 16 officers~~principals, and any subcontractors named in this proposal:~~*

- a. Are not presently debarred, suspended or~~proposed for debarment, and declared ineligible or voluntarily excluded~~ from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.**
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*Oracle's certification is limited to itself, Oracle Corporation, its Section 16 officers, the acts and omissions of any acquired companies only after the date of acquisition, and the scope of its business. With respect to governmental entities, Oracle's certification encompasses only the federal government and governmental entities of the State of Maine and is limited to investigations that might impact Oracle's ability to provide products and services to the State of Maine.

**Oracle has not submitted a bid or proposal and therefore takes exception to all references to proposing or bidding or being a bidder or proposer, or submitting a proposal or bid or any variation thereof.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: ken Caplin	Title: GVP	
Authorized Signature:  6B3B3CB5FECF84AC...		Date: 8/30/2021

The signatory above is an authorized representative of Oracle America, Inc. and makes these certifications on behalf of Oracle America, Inc. and not in his/her individual capacity.

ADDENDUM

STATE OF MAINE AND ORACLE SOFTWARE AND SERVICES ITS64 2021-2023

MA #: 18P – 2108190000000000012. (hereinafter referred to as “Addendum”)

Contractor: **ORACLE AMERICA, INC.**

Eligible Entity: **STATE OF MAINE**

The State of Maine (also referred to herein as “State”) is an Eligible Entity under Statewide Contract ITS64 between the Commonwealth of Massachusetts and Oracle America, Inc. for Oracle Software and Services (“Agreement”). All contract performance requirements, policies, terms and conditions between the Contractor and the Commonwealth of Massachusetts apply to the State of Maine unless the terms in the Agreement specifically limit the applicability of such requirements, policies, terms and conditions to Commonwealth of Massachusetts entities. This Addendum between the State of Maine and Contractor supplements the terms and conditions of the Agreement and shall have precedence. All orders placed under this Addendum are subject to the terms and conditions of the Agreement in addition to the terms of this Addendum.

Addendum Terms and Conditions:

1. Scope: The following products or services are included in this contract portfolio: Oracle Software Program licenses, Software Technical Support Services, Oracle Cloud Services (Software as a Service, Infrastructure as a Service, Platform as a Service), Oracle Consulting Services, Advanced Customer Support and Oracle University Training Services.

The following products or services are not included in this Addendum:

- No other products other than what is specified above
2. Participation: This Addendum may be used by all state agencies, institutions of higher institution, political subdivisions and other public sector entities authorized to use statewide contracts in the State of Maine (“Authorized Users”). Issues of interpretation of the eligibility for participation are solely within the authority of the State Chief Procurement Official. Authorized Users (as defined above) are authorized by the State Chief Procurement Official to use this Addendum. By placing an order under this Addendum, each such Authorized User agrees to be bound by the terms and conditions of the applicable ordering document and this Addendum, including the Agreement, and shall be responsible for its compliance with and breach(es) of such terms and conditions.
 3. Term: This Addendum shall be effective as of the latest signature date below and end upon expiration of the Agreement, which as of the date of execution of this Addendum is June 30, 2023, unless the term is extended as provided for by the Agreement or unless terminated earlier in accordance with the terms of this Addendum or the Agreement. The parties agree that a written amendment to this Addendum shall be required to extend this Addendum in the event of the renewal or extension of the Agreement. All orders for Services entered into during the duration of this Addendum and whose performance and payment time frames extend beyond the duration of this Addendum shall remain in effect for performance and payment purposes (limited to the time frame and Services established per each ordering document).

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2021-2023**

4. **Termination:** This Addendum may be terminated by the Contractor or the State at any time without cause by giving 60 days prior written notice to the other party. This provision shall not relieve the Contractor or the Authorized User of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Addendum.
5. **Software/Subscription Purchase, Support and Associated Services Requires State CIO Approval:** Unless otherwise stipulated in this Addendum, specific services accessed through the Agreement by state executive branch agencies are subject to the authority and prior approval of the State of Maine Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the Maine state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. The signature of an authorized signatory of the Authorized User on the applicable ordering document is its representation to Contractor that the order has received all required approvals. Any ordering document with the State of Maine must be accompanied by a State of Maine purchase and/or delivery order.
6. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor: Oracle America, Inc.

Name:	Deborah Vaughn
Address:	1910 Oracle Way, Reston, VA 20190
Telephone:	703-364-0925
Email:	deborah.vaughn@oracle.com

Eligible Entity: State of Maine

Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7337
Email:	Justin.Franzose@maine.gov

ELIGIBLE ENTITY MODIFICATIONS OR ADDITIONS TO THE AGREEMENT:

These modifications or additions apply only to actions and relationships within the Eligible Entity.

Eligible Entity must check one of the boxes below.

No changes to the terms and conditions of the Agreement are required.

The following changes are modifying or supplementing the Agreement terms and conditions.

- I. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Addendum,

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STATE OF MAINE AND ORACLE SOFTWARE AND SERVICES ITS64 2021-2023

the Contractor agrees as follows.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this Addendum so that such provisions will be binding upon each subcontractor.
 - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- II. **GOVERNING LAW:** This Addendum shall be governed in all respects by the substantive and procedural laws, statutes, and regulations of the State and Maine and of the United States of America, as applicable. The State and Contractor agree to submit to the exclusive jurisdiction of, and venue in, state or federal courts located in the State of Maine in any dispute arising out of or relating to this Addendum.
- III. **STATE HELD HARMLESS:** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including any Authorized Users, its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officer, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the State or any Authorized User. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

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The parties agree that the above provision (consistent with Section 11 (Indemnification) of the Commonwealth Terms and Conditions of the Agreement) is subject to the clarifications provided under "Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized)" section of the Standard Contract Form of the Agreement and as further clarified in Section 2.3.7 subsection (ii) (Limitation of Liability) of the Umbrella Agreement of the Agreement.

- IV. NON-APPROPRIATION: Notwithstanding any other provision of this Addendum, if the State does not receive sufficient funds to fund an ordering document issued under this Addendum 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 Addendum. Notwithstanding the foregoing, the State's execution of an ordering document shall signify to Contractor that, at the time of execution, funds have been appropriated to cover the order. The State agrees to pay for all Programs ordered and Services performed by Contractor up until the point at which appropriated funds are no longer available. The State agrees to provide Contractor prompt notice in the event of non-appropriation of funds applicable to an order under this Addendum.
- V. INSURANCE: Contractor maintains the following insurance at its expense:
- A. Workmen's Compensation – As required by the statute of states where Services are being performed;
 - B. Employer's Liability – \$1,000,000 each occurrence;
 - C. Commercial General Liability Insurance – \$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate property damage;
 - D. Automobile Liability Insurance – \$5,000,000 – per occurrence, bodily injury and tangible property damage combined; and
 - E. Umbrella Liability: \$5,000,000 per occurrence/aggregate to provide excess limits for the Employer's Liability, Commercial General Liability, and Automobile Liability insurance.

Contractor maintains the following insurance at its expense: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US\$10,000,000.00 per claim/aggregate covering Contractor's errors and omissions while providing Services under this Addendum.


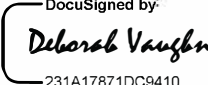
Nothing in this Addendum shall be deemed to preclude Contractor from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability (Section 1.3) of the Umbrella Agreement of the Agreement.


- VI. STANDARDS: Contractor will endeavor to align with the ISO27000 family of standards and the NIST 800-53 Rev 5 (or comparable revision of standards) family of standards in the delivery of all products and Services under this Addendum to the Authorized User.

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- VII. ORDERS: Any order referencing this Addendum placed by an Authorized User for a product and/or service available from this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Addendum, including the Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- VIII. TRAVEL: Travel expenses, including travel time, transportation, meals and lodging may be allowed with prior, written authorization from an Eligible Entity. The amount will not be more than that allowed for State of Maine employees (<http://www.maine.gov/osc/travel/per-diem>).
- IX. Credit/Procurement Card: The State of Maine may use credit/debit cards, at its choice, for purchases of \$5,000 or under. The same quoted price must be charged for a credit/debit card purchase as a purchase executed through a Purchase Order (regardless of payment method). No surcharge for credit or debit card purchases is allowed.

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

Eligible Entity: State of Maine	Contractor: Oracle America, Inc.
Signature:  DocuSigned by: David Morris 2A644AF5681F482...	Signature:  DocuSigned by: Deborah Vaughn 231A17871DC9410...
Name: David Morris	Name: Deborah Vaughn
Title: Deputy Chief Procurement Officer	Title: Contracts Manager
Date: 8/30/2021	Date: 23-Aug-2021 2:25 PM PDT

State of Maine Executive Director
Signature:  DocuSigned by: Frederick Brittain 052B9AC7F56A489...
Name: Frederick Brittain
Title: Chief Information Officer
Date: 8/30/2021