

MA 18P 2003120000000000119  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 01/01/20

**Expiration Date:** 12/31/22

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

**Buyer Information**

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

**Issuer Information**

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

**Requestor Information**

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

**Agreement Reporting Categories**

**Reason For Modification:** Renewal of one year.

**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**

DEONTE J WATTERS  
7574124362 ext.  
SLCCONTRACTS@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:**

**Commodity Extended Description:** Contract is subject to Omnia/TCPN contract R190801.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	01/01/20	12/31/22
<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:**

**Commodity Extended Description:** Contract is subject to Omnia/TCPN contract R190801.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	01/01/20	12/31/22



**Contract Amount**

0.00

**Service Start Date**

01/01/20

**Service End Date**

12/31/22

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

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:  
Jaime Schorr 12/23/2020  
6D6427754DD0459  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
Deonte Watters 12/29/2020  
09A48025022048D...  
Signature Date

Deonte Watters Vice President, Contracts

Print Representative Name and Title



**SERVICE CONTRACT**

DATE: **3/25/2020**

ADVANTAGE CONTRACT #: **MA 18P-**

DEPARTMENT AGREEMENT #: **NA**

CONTRACT AMOUNT: \$ **0.00**

START DATE: **1/1/2020**                      END DATE: **12/31/2021**

This Contract, is between the following Department of the State of Maine and Provider:

**State of Maine DEPARTMENT**

DEPARTMENT: **Administrative and Financial Services / Office of Information Technology**

Address: **51 Commerce Drive**

City: **Augusta**                                      State: **ME**                      Zip Code: **04330**

**PROVIDER**

PROVIDER: **Mythics**

Address: **4525 Main St, Suite 1500**

City: **Virginia Beach**                                      State: **VA**                      Zip Code: **23462**

Provider's Vendor Customer #: **VC1000066570**

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.

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STATE OF MAINE | SERVICE CONTRACT

Department of Administrative and Financial Services / OIT

Mythics, Inc

DocuSigned by:

DocuSigned by:

3/26/2020

3/26/2020

Signature **F. Brittain, CIO** Date

Signature **T. Scott Davis, Senior Director Of Partner Contracts** Date

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **J. Jordan**  
Email: **jeffrey.a.jordan@maine.gov**  
Address: **51 Commerce Dr**  
City: **Augusta** State: **ME** Zip Code: **04330**  
Telephone: **207.621.5093**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **NA**  
Email:  
Address:  
City: State: Zip Code:  
Telephone:

**STATE OF MAINE | SERVICE CONTRACT**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Nathan Ingram, Northeast Account Rep.**

Email: **ningram@mythics.com**

Address: **4525 Main St, Suite 1500**

City: **Virginia Beach** State: **VA** Zip Code: **23462**

Telephone: **757-431-7875**



**STATE OF MAINE | SERVICE CONTRACT****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"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D - Region 4 Education Service Center Contract # R190801
<input checked="" type="checkbox"/>	Rider E – Debarment Certification
<input type="checkbox"/>	Rider F – Included at Department’s Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department’s Discretion
<input type="checkbox"/>	Other – Included at Department’s Discretion

**STATE OF MAINE | SERVICE CONTRACT**

**FUNDING RIDER**

**Internal Purposes Only**

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$

The sources of funds and compliance requirements for this Contract follow:

Contract is a participating addendum to Omnia/TCPN Mythics master agreement. Funding to be specified when each State of Maine Delivery Order, associated with a Mythics Quote/Work Order, is issued and executed.[Click or tap here to enter text.](#)

**STATE OF MAINE | SERVICE CONTRACT****RIDER A  
SCOPE OF WORK**

## TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
IP	Intellectual Property
Provider	Organization providing services under this Contract
State	State of Maine
OIT	Office of Information Technology

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide a purchase mechanism for Oracle products and services, including but not limited to:

- Oracle cloud applications (SAAS)
- Oracle cloud platform (PAAS),
- Oracle Technology
- Java Se Subscription,
- Systems Hardware and Software,
- Engineered systems,
- Industry solutions and applications
- Middleware
- Database
- IT Infrastructure
- Other Oracle products and services
- Professional Services and Managed Services Offerings
- Oracle and Third-Party Training and Education Offerings

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

- A. The Provider shall deliver Oracle products and associated services as outlined in this contract and

**STATE OF MAINE | SERVICE CONTRACT**

per terms of Texas Region 4 Educational Service Center (OMNIA) contract R190801 under which the Department is contracting/participating (Rider D).

B. The State of Maine will issue Delivery Orders, associated with a Mythics Quote/Work Order, for the various Oracle products, subscriptions and services. In the quote/work order, the State and Provider may outline additional performance requirements which apply to the specific Order. These requirements, if any are stated, must be mutually agreed to by all parties. Acknowledgement and approval signatures will be required on the work order.

Some requirements which may be added include:

- 1) Provider or Oracle Personnel - Information protection, non-disclosure agreement requirements and optional fingerprint-based background checks. SSAE-18 SOC 2 type 2 and related audits.
- 2) Data Ownership, Confidentiality: Data ownership, confidentiality and personal data requirements,
- 3) Data Breach: Define data breach processes, roles and responsibilities, notification and credit monitoring. Conformance with Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).
- 4) Cloud hosting location, performance, uptime, maintenance and SLA terms. Disaster recovery.

IV. PERFORMANCE MEASURES:            **N/A**

V. REPORTS                            **N/A**

VI. RENEWAL TERMS: The State of Maine Contract is for an initial period of two (2) years. Per the Region 4 ESC competitive RFP Maine shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Maine shall review the Contract prior to the renewal date and notify the Contractor of its intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Maine.

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**RIDER B  
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract 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

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Provider shall take affirmative action to ensure that applicants are employed and employees are treated during 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, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall 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 Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
  - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract 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.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

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without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract 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 Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider 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 this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department 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 Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
  - Rider B Terms and Conditions
  - Rider A Scope of Work
  - Funding Rider
  - Rider D Included at Department's Discretion
  - Rider E Included at Department's Discretion
  - Rider F Included at Department's Discretion
  - Rider G Identification of Country in which contracted work will be performed
  - Business Associate Agreement included at Department's Discretion
  - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with



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regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, 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.

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**RIDER C**

**EXCEPTIONS**

**SECTION 1 INVOICES AND PAYMENT** is replaced with: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit invoices, and any other information and/or documentation appropriate and enough to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.

**SECTION 5. CHANGES IN THE WORK:** The word "substantive" is deleted.

**SECTION 8(e) EQUAL EMPLOYMENT OPPORTUNITY** is replaced with: The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients. The parties agree that the Oracle offerings will conform to the Oracle VPATs found within the applicable end user agreement or at [www.oracle.com/us/corporate/accessibility](http://www.oracle.com/us/corporate/accessibility).

**SECTION 8(f) EQUAL EMPLOYMENT OPPORTUNITY:** is replaced with: Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable federal laws, rules and regulations.

**SECTION 12. TERMINATION** is replaced with: (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. For avoidance of doubt, performance of work under the Contract means performance of professional services subject to a Statement of Work. Oracle licenses, hardware, maintenance and cloud services can only be terminated in accordance with the applicable end user agreement. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days. For avoidance of doubt, this Service Contract MA18P- and any orders placed thereunder will continue to be performed and paid in accordance with the corresponding end user agreement.

**SECTION 13. GOVERNMENTAL REQUIREMENTS** is replaced with: The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

**SECTION 15. STATE HELD HARMLESS** is replaced with: The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department. Notwithstanding the foregoing, the IP indemnification clauses of the corresponding end user agreement shall supersede and govern. For avoidance of doubt, Oracle is not considered a Provider, Provider's agent or Subcontractor under this Agreement.

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SECTION 17. APPROVAL is replaced with: This participating addenda must have the approval of the State Controller and the State Purchases Review Committee before it is considered a valid, enforceable document.

SECTION 18. INSURANCE Technology insurance is added per below:

Technology /Cyber/Professional Errors & Omissions Liability (“Technology”) insurance with limits of at least \$1,000,000 for each occurrence/ \$1,000,000 aggregate, with a deductible not greater than \$25,000.

“Technology” policy shall include coverage for:

- Professional Technology Errors & Omissions Liability
- Network and Information Security Liability
- Communication and Medial Liability
- Security “Data Beach” Liability

SECTION 19 NON-APPROPRIATION is replaced with: Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract. The State of Maine agrees that, when the State executes orders, they are all fully funded with appropriated funds set aside for encumbrance.

SECTION 21. ORDER OF PRECEDENCE: Rider D Region 4 Education Service Center (ESC) Contract # R190801 for Oracle Products and Related Services with Mythics, Inc. (Omnia) is moved to the highest level of precedence. The contract and any appendices shall be read to substitute the State of Maine for Region 4 ESC. Any references to the State of Texas shall be read to say the State of Maine. Moreover, any rights of Region 4 ESC thereunder shall flow to the State of Maine and any obligations owed by Mythics, Inc. shall be owed to the State of Maine to the same extent owed to Region 4 ESC. Notwithstanding the foregoing the parties further agree as follows:

- The initial term of this Contract shall be 2-years as set forth in the Maine contract cover/first page, renewable per RFP terms;
- Mythics, Inc. agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Maine and that any action or proceeding brought by either the State or Mythics, Inc. in connection with this Agreement shall be brought in the State of Maine in a court of competent jurisdiction; and,
- Mythics will indemnify the State of Maine as set forth in Rider D, Section 30, and Rider B, Section 15, however, under no circumstances shall the State of Maine be obligated to indemnify Mythics, Inc.

The following sentence is added at the end of the Order of Precedence list: By placing orders under this Agreement, the State of Maine agrees and acknowledges that the terms and conditions of this Agreement governs between Mythics, the State of Maine, and Requesting Agency without creating any Oracle obligations, liability, ownership or warranties not otherwise covered in the end user agreements for Oracle cloud services, license, hardware, and premier or technical support services, respectively.

SECTION 23. SET-OFF RIGHTS is deleted.

**STATE OF MAINE | SERVICE CONTRACT**

RIDER D

Region 4 Education Service Center Contract # R190801

Region 4 Education Service Center (ESC) Contract # R190801 for Oracle Products and Related Services with Mythics, Inc. (Omnia) included by reference.

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/mythics-inc> (contract documentation tab)

## STATE OF MAINE | SERVICE CONTRACT

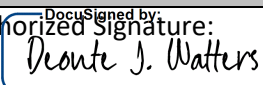
## RIDER E

**Debarment, Performance, and Non-Collusion Certification**

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

- d. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
  - e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    - vii. 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*
    - viii. 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.*
  - f. 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.

*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: Deonte J. Watters	Title: Vice President, Contracts
Authorized Signature:  E37DEEED66F34D7...	Date: 3/26/2020

**STATE OF MAINE | SERVICE CONTRACT**

RIDER F

Not Applicable.

**STATE OF MAINE | SERVICE CONTRACT**

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: Me, VA, varies**

**Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

**STATE OF MAINE | SERVICE CONTRACT**

**BUSINESS ASSOCIATE AGREEMENT**

Not Applicable





## Division of Procurement Services Participating Addendum - Authorization Form

**INSTRUCTIONS:** This form must accompany contracts being proposed for approval that are the result of competitive awards which included the State of Maine as a participating entity.

<b>Cooperative Procurement Information</b>			
<b>Name of organization that facilitated the public procurement solicitation:</b>	Region 4 Educational Service Center (OMNIA)		
<b>Contact Name:</b>	C. Wallace	<b>Lead State:</b>	Texas
<b>Phone Number:</b>	(713)-462-7708	<b>Solicitation Number:</b>	19-08
<b>Email Address:</b>			
<b>Information for the State of Maine's Anticipated Participating Addendum</b>			
<b>Contract Administrator:</b>	H. Stevenson / J. Jordan	<b>Agreement Amount:</b>	\$ Master Agreement
<b>Office/Division/Program:</b>	DAFS / OIT	<b>Contract Start Date:</b>	1-1-2020
<b>Vendor Business Name:</b>	Mythics	<b>Contract End Date:</b>	12-31-2021
<b>Type of Service/Commodity:</b>	Oracle Products and Services		
<b>1. Describe the service or commodity requested:</b>			
<p>Oracle products and services, including but not limited to (<i>per page 4 of RFP</i>):</p> <ul style="list-style-type: none"> <li>Oracle cloud applications (SAAS)</li> <li>Oracle cloud platform (PAAS)</li> <li>Industry solutions and applications</li> <li>Middleware</li> <li>Database</li> <li>IT Infrastructure</li> <li>Oracle software support</li> <li>Oracle hardware and equipment (e.g. Exa-series)</li> <li>Oracle hardware and equipment support (Sun, Exa, etc)</li> <li>Other Oracle products and services</li> <li>Professional Services and Managed Services Offerings</li> <li>Oracle and Third-Party Training and Education Offerings</li> </ul>			
<b>2. Was Maine listed as a participating state in the original procurement Request for Proposals (RFP)?</b>			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>3. Per Chapter 110, cost of the contract must be included in the evaluation criteria and must receive a minimum of 25% of the total weight of all criteria. Was this criteria satisfied?</b>			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>4. Per Chapter 110, RFPs must be advertised for a minimum of three consecutive days in the <i>Kennebec Journal</i> of Augusta. Was this criteria satisfied?</b>			
<input checked="" type="checkbox"/> Yes, provide advertising dates: August 15, 16, 17 - 2019. <input type="checkbox"/> No			

## Division of Procurement Services Participating Addendum - Authorization Form

<b>Approvals</b>			
<b>Signature of requesting Department's Commissioner (or designee):</b>	<i>By signing below, I signify that my Department requests, and I approve of this Cooperative Agreement.</i>		
			
<b>Printed Name:</b>	Frederick Brittain	<b>Date:</b>	3/26/2020
<b>Signature of Chief Procurement Officer (CPO):</b>	<i>Jaime C. Schorr</i>		
			
<b>Printed Name:</b>	Jaime C. Schorr	<b>Date:</b>	3/26/2020