

AMENDMENT NO. 1

This Amendment (this "Amendment No. 1") modifies Contract No. 1390-12899, for Oracle E-Business Suite Software and Licenses (the "Contract"), and is by and between the County of Cook, Illinois (herein referred to as "County") and Oracle America, Inc., authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

RECITALS

Whereas, the County and Contractor entered into the Contract, which was approved by the County Board on February 10, 2015, (hereinafter referred to as the "Contract") pursuant to which the County may place orders for Oracle Programs and Services (including Oracle E-Business Suite Software and Licenses) during the initial term from January 22, 2015 through January 21, 2020, with renewal options upon mutual written agreement for additional periods of time up to a total of five additional years in an amount not to exceed \$12,150,000.00 of all Orders placed under the Contract for the initial term shall; and

Whereas, an increase in the amount of \$671,331.50 is required to add additional Oracle Programs and Services as listed in Amendment One to the Ordering Document attached hereto as Attachment A; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

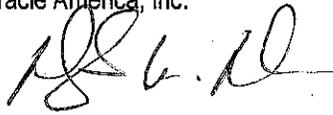
1. The last sentence of the first paragraph of Section 2 of the Contract is hereby replaced in its entirety to read as follows:
"For the period from the Effective Date of this Master Agreement to the effective date of Amendment No. 1 to this Master Agreement, the cumulative amounts of all Orders placed under the Master Agreement shall not exceed \$12,150,000.00. As of the effective date of Amendment No. 1 to this Master Agreement (the "Amendment No. 1 Effective Date"), such amount is increased by \$671,331.50, and therefore the total contract amount as of the Amendment No. 1 Effective Date shall not exceed \$12,821,331.50."
2. The attached updated Economic Disclosures Statement, Identification of Subcontractor/Supplier/Subconsultant Form, and MBE/WBE Utilization Plan forms, effective as of the date of this Amendment No. 1 are incorporated and made a part of the Contract
3. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

Oracle America, Inc.

By: 
Chief Procurement Officer

, DIRECTOR
Signed

By: 
State's Attorney (if applicable)

Type or print name
DOUGLAS W. DORMAN

Date: 22 February 2016

Title Director
Date: 2/1/2016

CERTIFICATE OF ASSISTANT SECRETARY
OF
ORACLE AMERICA, INC.

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Oracle America, Inc., a Delaware corporation (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation and further certify that:

1. The following resolution was duly adopted by the Board of Directors of the Corporation by written consent on February 15, 2010, and such resolution is currently in full force and effect:

"NOW, THEREFORE, BE IT RESOLVED, that all policies and codes of conduct applicable to OUSA as in effect immediately prior to the Merger, including without limitation, those identified on Exhibit A hereto, are hereby adopted by the Corporation as of the Effective Time. . .

. . . **EXHIBIT A**

CODES AND POLICIES

Document Signing Authority. . ."

2. The following is a true copy of such portion of the Document Signing Authority Policy, effective as of the date hereof, as is relevant to the transaction concerning which this Certificate was requested:

"For contracts up to \$5,000,000 only

- Director, License Contracts. . .

. . . may sign any contract relating to transactions generated by Oracle America for the licensing of the Company's products or to the line of business supported by your position (e.g. consulting services or licensing) provided that such contract complies with all relevant policies and procedures of the Company. A Manager in License Contracts or Consulting Contracts listed above may appoint someone who is in their management chain to sign a contract on their behalf if the manager first reviews the contract, confirms all approvals for the contract, and sends an email to the appointee which confirms that the agreement may be signed. After receipt of the manager's confirmation and after validating the authenticity of the contract, the appointee may sign the contract in the name of the manager. The appointee shall indicate the appointment by writing "by" and inserting the appointee's name below the signature line."

3. **Douglas Doran** currently serves as Director, Public Sector License Contracts of the Corporation.

IN WITNESS WHEREOF, I have executed this Certificate and affixed the corporate seal on this 20th day of April 2010.



Christopher Ing
Assistant Secretary

Contract No. 1390-12899
Vendor Name: ORACLE AMERICA, INC.

ATTACHMENT A



AMENDMENT ONE TO THE ORDERING DOCUMENT

Your Name: Cook County
Your Location: Bureau of Technology, 69 West Washington Suite 2700, Chicago, IL 60602
Your Contact: Derrick D. Thomas
Phone Number: (312) 603-3120
Email Address: derrick.thomas@cookcountyil.gov

ORACLE CONTRACT INFORMATION

Master Agreement: US-NMA-428614

This document (this "Amendment") amends the ordering document dated February 26, 2015, and all amendments and addenda thereto (the "ordering document"), between Cook County ("you") and Oracle America, Inc. ("Oracle"). All terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the ordering document.

WHEREAS, subject to the terms and conditions of this Amendment, the parties desire to amend the ordering document as follows:

- add to the Unlimited Deployment Programs, the programs set forth on Exhibit A to this Amendment (the "Additional Unlimited Deployment Programs"),

NOW THEREFORE, in consideration of the representations and agreements contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the ordering document as follows:

1. CHANGES TO THE ORDERING DOCUMENT

The ordering document shall be amended as follows:

- Add to the end of the first table in section A.3 (Agreement and Ordered Programs / Unlimited Deployment Programs) of the ordering document that lists Product Description / License Type and Quantity, the following:

Table with 2 columns: Product Description / License Type, Quantity. Rows include Oracle Audit Vault and Database Firewall, Oracle Unified Business Process Management Suite, Oracle WebLogic Server Management Pack Enterprise Edition, Oracle SOA Management Pack Enterprise Edition, Oracle API Gateway, and Oracle Managed File Transfer.

Subject to the terms of the ordering document, as amended by this Amendment, all references to the Unlimited Deployment Programs and the Quantity Based Programs in the ordering document shall be deemed to also include the Additional Unlimited Deployment Programs.

- Sections B.3 (Commencement Date) and B.5.b (Fees, Invoicing, and Payment Obligation) of the ordering document shall not apply to this Amendment or the Additional Unlimited Deployment Programs. See section 2.c below for the Amendment commencement date.

- Delete section B.8 (Total Support Stream) of the ordering document in its entirety and replace it with the following:

"For purposes of this ordering document, the "Total Support Stream" shall mean: (i) the technical support for the Program licenses specified in section A including, without limitation, the Unlimited Deployment Programs which, for the avoidance of doubt, includes the Additional Unlimited Deployment Programs (as defined in Amendment to the ordering document); (ii) technical support for all Oracle programs licensed as a result of your reorganization, as described in section C.2 of this ordering document; and (iii) technical support for any program licenses purchased under sections D.2 (Price Hold) or D.4 (Expansion) of the ordering document."

- Add the following to the end of the Processor definition of the License Definitions and Rules exhibit in the ordering document:

"For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required."

2. FEES, INVOICING AND PAYMENT OBLIGATIONS

a. You agree to pay Oracle the license and services fees set forth in the table below for the program licenses acquired under this Amendment and technical support services from February 26, 2016 to February 25, 2017.

Net Fees	
License Fees	550,000.00
Net Technical Support Fees	121,331.50
Total Net Fees	671,331.50

b. All fees under this Amendment are non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement. All fees in this Amendment are in US Dollars.

c. All program licenses and the period of performance for all services acquired under this Amendment are effective upon shipment of tangible media or upon the effective date of this Amendment if shipment of tangible media is not required (such effective date being referred to as the "Amendment commencement date").

d. License fees are invoiced as of the Amendment commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.

e. In addition to the fees listed in the table above, Oracle will invoice you for any applicable shipping charges or applicable taxes.

f. In entering into payment obligations under this Amendment, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (i) if you order technical support for programs licensed under this Amendment, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this Amendment if-and-when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to you for any program licensed under this Amendment, per the terms of this Amendment, the ordering document, and the Master Agreement. The program licenses provided in this Amendment are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

3. DELIVERY

a. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in Exhibit A to this Amendment. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date of this Amendment the software and related program documentation for each program listed in Exhibit A to this Amendment. Provided that you have continuously maintained technical support for the programs licensed under the ordering document and this Amendment, you may continue to download the software and related program documentation for the programs listed in Exhibit A to this Amendment. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above.

b. You further acknowledge that Oracle is under no further delivery obligation under this Amendment, electronic download or otherwise and that Oracle shall not be responsible for installation of the software.

4. AMENDMENT TECHNICAL SUPPORT

a. Technical support for the programs acquired under this Amendment includes the new technical support fees for the Additional Unlimited Deployment Programs (the "Amendment Technical Support"). Under section 2 of this Amendment, you have purchased the Amendment Technical Support from February 26, 2016 to February 25, 2017. However, the total annual technical support fees due under this Amendment shall be based on 12 months of the Amendment Technical Support. You acknowledge and agree that the Amendment Technical Support is added to, and must be maintained as a part of, the Total Support Stream and your support obligations under the ordering document (as amended by this Amendment).

b. For purposes of Oracle's technical support policies, the technical support acquired under both this Amendment and the ordering document shall be considered to have been purchased under a single order.

c. Notwithstanding anything to the contrary in the Master Agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the Additional Unlimited Deployment Programs acquired under this Amendment may be renewed annually and, if you renew SULS for the same number of licenses for the same Additional Unlimited Deployment Programs listed in the attached Exhibit A, (i) for the renewal years commencing on February 26, 2017, February 26, 2018, February 26, 2019, and February 26, 2020, the fees for annual SULS will not increase by more than 0% over the prior year's fees; (ii) for the renewal years commencing on February 26, 2021 and February 26, 2022, the fees for annual SULS will not increase by more than 2% over the prior year's fees; and (iii) for the renewal years commencing on February 26, 2023 and February 26, 2024, the fees for annual SULS will not increase by more than 3% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period (as defined in the ordering document), you renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period (as defined in the ordering document), you renew

the total technical support due under the ordering document, as amended by this Amendment, for the same number of licenses for the same Programs as the previous year. For purposes of the first renewal year (i.e., the renewal year commencing on February 26, 2017), the amount of the prior year's fees for Amendment Technical Support is equal to \$121,000.00.

d. If technical support is not purchased for all Additional Unlimited Deployment Program licenses acquired under this Amendment, then the technical support caps described in section 4.c above are void for all technical support renewal contracts (for the then-current renewal year and any subsequent renewal year if applicable), and all the annual technical support fees for all programs acquired under the ordering document, as amended by this Amendment, shall be calculated in accordance with Oracle's standard Software Technical Support Policies in effect at the time of the renewal.

e. Nothing in this Amendment shall be deemed to relieve you of your obligation to maintain all of the components of the Total Support Stream (as amended by this Amendment) in order to receive your Unlimited Deployment Right and technical support for the program licenses acquired under the ordering document (as amended by this Amendment). Notwithstanding anything to the contrary in this section, you acknowledge that the Total Support Stream and the technical support fees owed by you for the program licenses acquired under the ordering document (as amended by this Amendment) may also increase as a result of your reorganization in accordance with section C.2 of the ordering document, and/or the purchase of program licenses under sections D.2 (Price Hold) or D.4 (Expansion) of the ordering document.

5. ORDER OF PRECEDENCE

The parties agree that the terms of this Amendment will prevail in the event of any inconsistencies with any terms of the ordering document.

Other than the addition of the changes above, the terms and conditions of the ordering document remain unchanged and in full force and effect.

This Amendment is valid through **26-FEB-2016**, and shall become binding upon execution by you and acceptance by Oracle.

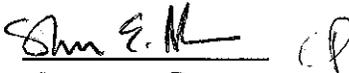
ORACLE AMERICA, INC.	COOK COUNTY
Signature: <u></u>	Signature: <u></u>
Name: <u>DOUGLAS W. DORIAN</u>	Name: <u>SHANNON E. ANDREWS</u>
Title: <u>DIRECTOR</u>	Title: <u>CPO</u>
Signature Date: <u>2/1/2016</u>	Signature Date: <u>26 February 2016</u>
Effective Date: <u>26-FEB-2016</u>	

EXHIBIT A

ADDITIONAL UNLIMITED DEPLOYMENT PROGRAMS

Product Description / License Type	Quantity
Oracle Audit Vault and Database Firewall - Processor Perpetual	Unlimited
Oracle Unified Business Process Management Suite - Processor Perpetual	Unlimited
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	Unlimited
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	Unlimited
Oracle API Gateway - Processor Perpetual	Unlimited
Oracle Managed File Transfer - Processor Perpetual	Unlimited

CONTRACT NO.

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
Jake Miller, Public Sector Solutions, LLC	611 S. Wells, #1803, Chicago IL 60607

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

See Attachment 1 to this EDS.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1489

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

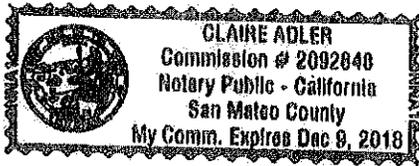
State of California)
County of San Mateo)

On February 2, 2016 before me, Claire Adler, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian S. Higgins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EOS - S Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Oracle America, Inc.

D/B/A: N/A FEIN NO.: 94-280-5249

Street Address: 500 Oracle Pkwy

City: Redwood City State: CA Zip Code: 94065

Phone No.: 650-506-7000 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
See Attachment 1 to this EDS.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Oracle Corporation	500 Oracle Pkwy Redwood Shores, CA 94065	100%	Ultimate parent

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment 1 to this EDS.			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Brian Higgins
Name of Authorized Applicant/Holder Representative (please print or type)

Assistant Secretary and Vice President
(See attached Certificate.)


Signature

2 February 2016
Date

brian.s.higgins@oracle.com
E-mail address

(650) 506-4316
Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__

My commission expires:

X 
Notary Public Signature


Notary Seal

See attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

Notary Public - California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On February 2, 2016 before me, Claire Adler, Notary Public

Date Brian S. Higgins Here Insert Name and Title of the Officer
personally appeared Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature P. Adler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: EDS-8 Document Date:
Number of Pages: Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:
Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

** See Attachment 1 to this EDS.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Walt Zuliani
 Address of Person Doing Business with the County: Oracle America, Inc., 233 S. Wacker Dr. 45th Floor, Chicago, IL 60606
 Phone number of Person Doing Business with the County: 612-386-4423
 Email address of Person Doing Business with the County: walt.zuliani@oracle.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: Oracle Master Agreement US-NMA-428614, dated February 2016, between the County and Oracle; and Amendment One to the Ordering Document with footer 5676727

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ The total net fees set forth in the draft of Amendment One to the Ordering Document with footer 5676727 is \$680,613.70.

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Derrick D. Thomas, Director, Application Development & Management Cook County Bureau of Technology
69 W. Washington, 27th Floor, Chicago, IL 60602. (312) 603-3120, derrick.thomas@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Derrick D. Thomas, Director, Application Development & Management
Cook County Bureau of Technology
69 W. Washington, 27th Floor, Chicago, IL 60602. (312) 603-3120, derrick.thomas@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ** The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

** See Attachment 1 to this EDS.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT NO.

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

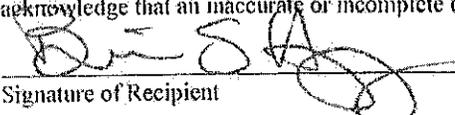
Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient 

Date 2 February 2016

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On February 2, 2016 before me, Claire Adler, Notary Public

Date Here Insert Name and Title of the Officer
personally appeared Brian S. Higgins

Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EDS-12 Document Date:

Number of Pages: Signor(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer -- Title(s):

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signor Is Representing:

Signer's Name:

Corporate Officer -- Title(s):

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signor Is Representing:

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Oracle Master Agreement US-NMA-428614, dated February 2016, between the County and Oracle; and
 Contract Number: Amendment One to the Ordering Document with footer 5676727
 County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Oracle America, Inc.
 Substantial Owner Complete Name: _____
 FEIN# 94-280-5249
 Date of Birth: _____ E-mail address: _____
 Street Address: 500 Oracle Pkwy
 City: Redwood City State: CA Zip: 94065
 Home Phone: () _____ Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:

[Handwritten Signature]

Date: 2 February 2016

Name of Person signing (Print): Brian Higgins

Assistant Secretary and Vice President

Title: (See attached Certificate.)

Subscribed and sworn to before me this _____ day of _____, 20____

X _____

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

See attached Certificate.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of San Mateo)

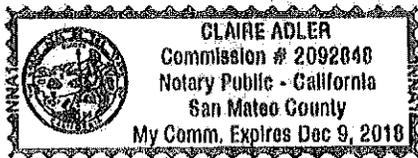
On February 2, 2016 before me, Claire Adler, Notary Public

Date Brian S. Higgins *Here Insert Name and Title of the Officer*
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature C. Adler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EDS-14 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

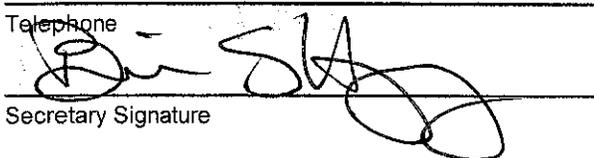
Signer Is Representing: _____

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Oracle America, Inc.
Corporation's Name
(650) 506-4316
Telephone

Secretary Signature

Brian Higgins, Assistant Secretary and Vice President
President's Printed Name and Signature
(See attached Certificate.)
brian.s.higgins@oracle.com
Email
2 February 2016
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Partnership/Joint Venture Name
Date

*Partner/Joint Venturer Printed Name and Signature
Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature
Telephone

~~2 Feb 16~~
Date
Email

Subscribed and sworn to before me this
_____ day of _____, 20__

Notary Public Signature

My commission expires:

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

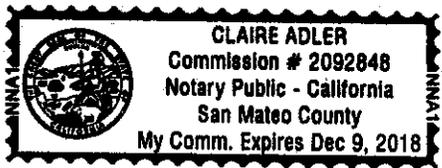
On February 2, 2016 before me, Claire Adler, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brian S. Higgins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature C. Adler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EOS-15 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF ASSISTANT SECRETARY
OF
ORACLE AMERICA, INC.

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Oracle America, Inc., a Delaware corporation (the "Corporation") and that, as such, I am authorized to execute this Certificate on behalf of the Corporation and further certify that:

The following is a true and correct copy of the resolution that was duly adopted by the Board of Directors of the Corporation by written consent on August 24, 2015, and such resolution is currently in full force and effect:

"ELECTION OF OFFICERS

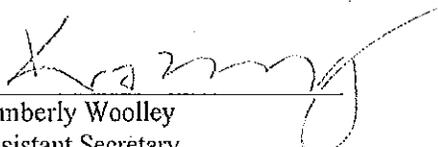
RESOLVED, that each of the following individuals be, and hereby is, appointed to the office set forth opposite his or her name, to hold office until his or her successor is elected and qualified or until his or her earlier death, resignation, incapacity or removal:

Brian S. Higgins Vice President and Assistant Secretary

SIGNATURE AUTHORITY

RESOLVED, that each of the elected officers of the Corporation, including the Chief Technology Officer, Chief Executive Officer, Chief Financial Officer, Chief Corporate Architect, any Executive Vice President, any Senior Vice President, any Vice president, the Treasurer, the Secretary, and any Assistant Secretary, is hereby authorized to take any and all actions on behalf of the Corporation and to execute on behalf of the Corporation any and all documents, in each case necessary for the Corporation's business."

IN WITNESS WHEREOF, I have executed this Certificate on this 8th day of January 2016.



Kimberly Woolley
Assistant Secretary

OFFICER'S CERTIFICATE
OF
ORACLE CORPORATION

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Executive Vice President, Corporate Controller and Chief Accounting Officer of Oracle Corporation, a Delaware corporation (the "Corporation") and that, as such, I am authorized to execute this Certificate on behalf of the Corporation and further certify that:

The following is a true and correct copy of the resolution that was duly adopted by the Board of Directors of the Corporation at a regular meeting of the Board of Directors on November 5, 2014, and such resolution is currently in full force and effect:

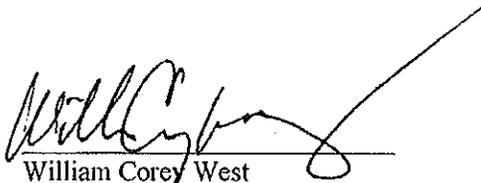
"APPOINTMENT OF CORPORATE OFFICERS"

RESOLVED THAT, Each individual listed below hereby is appointed to serve as an officer of the Corporation in the position specified below, until his or her successor is duly appointed and qualified or his or her earlier resignation or removal:

of the following individuals be, and hereby is, appointed to the office set forth opposite his or her name, to hold office until his or her successor is elected and qualified or until his or her earlier death, resignation, incapacity or removal:

Brian S. Higgins Vice President, Associate General Counsel & Assistant Secretary

IN WITNESS WHEREOF, I have executed this Certificate on this 18 th day of September 2015.



William Corey West

Executive Vice President, Corporate Controller & Chief Accounting Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On February 2, 2016 before me, Claire Adler, Notary Public

Date Brian S. Higgins Here Insert Name and Title of the Officer
personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EOS - 15 Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

- Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

- Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

Signer is Representing:

Signer is Representing:

ATTACHMENT 1:
Additional Information in Response to the
Economic Disclosure Statement and Execution Document ("EDS")

Introduction.

The EDS to which this Attachment 1 is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with that certain Amendment One to the Ordering Document with footer 5676727, dated on or about the date of the EDS, between Cook County (the "County") and Oracle (the "Contract").

Oracle hereby submits the following additional information as part of the EDS. This information supplements and/or clarifies (i) certain of Oracle's responses to the answers submitted in the EDS and (ii) certain certifications requested to be made by Oracle in the EDS. Oracle is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation.

All responses to the EDS are limited to: (a) the best of Oracle's knowledge and belief, (b) Oracle, its ultimate parent corporation, Oracle Corporation, and the acts or omissions of any acquired companies of Oracle only after the dates of the acquisitions, and (c) matters which might impact Oracle's ability to provide services pertaining to the Contract. Any Oracle agreements or certifications in the EDS to comply with laws, regulations, codes or County Ordinances (collectively, "laws") are made to the extent that such laws, by their terms, are expressly applicable to Oracle's delivery of services under the Contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the services performed under the Contract.

Response to Section 2.A:

Oracle cannot certify as to whether its more than 100,000 employees and agents have engaged in any of the conduct enumerated in Section 2.A. Accordingly, Oracle's response is limited to Oracle America, Inc. and its parent corporation, Oracle Corporation.

Response to Section 2.D:

Oracle does not believe that it is delinquent in the payment of any tax administered by the County or the Illinois Department of Revenue.

With respect to other charges administered by Cook County or the Illinois Department of Revenue, including water charges, sewer charges, license fees, and parking tickets, Oracle is a very large company and has no way of ascertaining with the specificity required as to whether Oracle is in compliance with such matters. Oracle's response to this Section is limited to Oracle America, Inc.

Response to Section 2.F:

Oracle's Sexual Harassment web course does not provide IDHR contact details. Oracle posts state posters in its common areas (kitchen and mailrooms) that contain state-related policies and agency contact information.

Response to Cook County Affidavit of Child Support Obligations:

This is not applicable because no person directly or indirectly owns 25% or more of the Applicant.

Response to Cook County Disclosure of Ownership Interest Declaration:

Direct Ownership:

Name	Address	Percentage of Interest in Applicant/Holder
Oracle Systems Corporation	500 Oracle Parkway Redwood Shores, CA 94065	>5%
Oracle Global Holdings, Inc.	500 Oracle Parkway Redwood Shores, CA 94065	>5%

Indirect Ownership: Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. For more detailed ownership information, please see Oracle Corporation's most recent 10-K and Proxy Statement, each of which is publically available online at <http://www.Oracle.com>.

Corporate Officers, Members and Partners Information:

Oracle America, Inc.

<u>Board Positions</u>	
Name	Position
Catz, Safra	Director
Daley, Dorlan	Director
<u>Officers</u>	
Name	Position
Catz, Safra	Chief Executive Officer
Hurd, Mark	Chief Executive Officer

Ellison, Lawrence	Chief Technology Officer
Daley, Dorian	Executive Vice President
Kehring, Douglas	Executive Vice President
West, William Corey	Executive Vice President
Daley, Dorian	General Counsel
West, William Corey	Corporate Controller
West, William Corey	Chief Accounting Officer
Hilbrich, Gregory	Senior Vice President, Taxation
Higgins, Brian S.	Vice President
Paterson, Edward	Vice President
Hilbrich, Gregory	Treasurer
Cochran, Bruce	Assistant Treasurer
Paterson, Edward	Assistant Treasurer
Daley, Dorian	Secretary
Higgins, Brian S.	Assistant Secretary
Park, Jacklyn	Assistant Secretary
Wellington, Samantha	Assistant Secretary
Woolley, Kimberly	Assistant Secretary
Screven, Edward	Chief Corporate Architect

Response to Familial Relationship Disclosure Form:

Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. Accordingly, Oracle has no way of knowing whether a familial relationship exists between any owners/shareholders of Oracle Corporation and any person holding elective office in the State of Illinois, Cook County or in any municipality within Cook County.

Oracle has no actual knowledge of any "Familial relationship" between its "Persons" to any person holding elective office in the State of Illinois, Cook County, or in any

municipality within Cook County; however, Oracle cannot certify whether its more than 100,000 employees have any such "Familial relationships". All Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including familial relationships.

CERTIFICATION

Oracle would clarify this certification as follows: *Oracle America, Inc. has provided the information required in this EDS to the best of its knowledge and belief.*

ATTACHMENT B:
Additional Information in Response to the
Economic Disclosure Statement and Execution Document ("EDS")

Introduction.

The EDS to which this Attachment B is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with that certain Amendment One to the Ordering Document with footer 5676727, dated on or about the date of the EDS, between Cook County (the "County") and Oracle (the "Contract").

Oracle hereby submits the following additional information as part of the EDS. This information supplements and/or clarifies (i) certain of Oracle's responses to the answers submitted in the EDS and (ii) certain certifications requested to be made by Oracle in the EDS. Oracle is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation.

All responses to the EDS are limited to: (a) the best of Oracle's knowledge and belief, (b) Oracle, its ultimate parent corporation, Oracle Corporation, and the acts or omissions of any acquired companies of Oracle only after the dates of the acquisitions, and (c) matters which might impact Oracle's ability to provide services pertaining to the Contract.

Response to Section 4.A:

Oracle cannot certify as to whether its more than 100,000 employees and agents have engaged in any of the conduct enumerated in Section 4.A. Accordingly, Oracle's response is limited to Oracle America, Inc. and its parent corporation, Oracle Corporation.

Response to Section 4.D:

Oracle does not believe that it is delinquent in the payment of any tax administered by the County or the Illinois Department of Revenue.

With respect to other charges administered by Cook County or the Illinois Department of Revenue, including water charges, sewer charges, license fees, and parking tickets; Oracle is a very large company and has no way of ascertaining with the specificity required as to whether Oracle is in compliance with such matters. Oracle's response to this Section is limited to Oracle America, Inc.

Response to Section 4.F:

Oracle's Sexual Harassment web course does not provide IDHR contact details. Oracle posts state posters in its common areas (kitchen and mailrooms) that contain state-related policies and agency contact information.

Response to Cook County Disclosure of Ownership Interest Statement:

Direct Ownership:

Name	Address	Percentage of Interest in Applicant/Holder
Oracle Systems Corporation	500 Oracle Parkway Redwood Shores, CA 94065	>5%
Oracle Global Holdings, Inc.	500 Oracle Parkway Redwood Shores, CA 94065	>5%

Indirect Ownership: Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. For more detailed ownership information, please see Oracle Corporation's most recent 10-K and Proxy Statement, each of which is publically available online at <http://www.Oracle.com>.

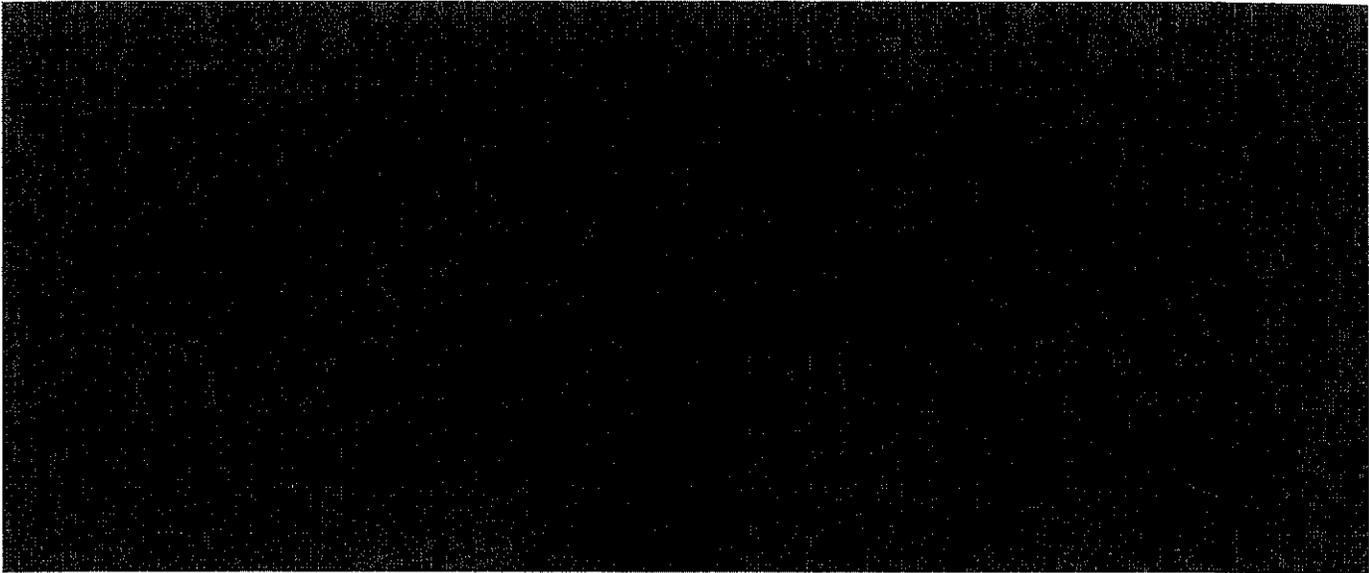
Response to Sworn Familial Relationships Disclosure Form:

Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. Accordingly, Oracle has no way of knowing whether a familial relationship exists between any owners/shareholders of Oracle Corporation and any person holding elective office in the State of Illinois, Cook County or in any municipality within Cook County.

Oracle has no actual knowledge of any "Familial relationship" between its "Persons" to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County; however, Oracle cannot certify whether its more than 100,000 employees have any such "Familial relationships". All Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including familial relationships.

CERTIFICATION

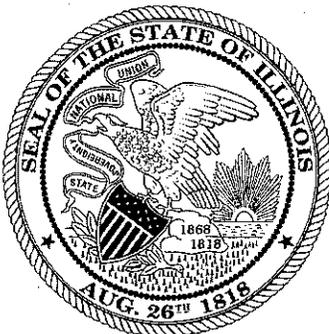
Oracle would clarify this certification as follows: *Oracle America, Inc. has provided the information required in this EDS to the best of its knowledge and belief.*



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ORACLE AMERICA, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 31, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of JANUARY A.D. 2016 .



Nicole Large (Procurement)

From: Aleatha Easley (Contract Compliance)
Sent: Friday, January 29, 2016 11:45 AM
To: Nicole Large (Procurement)
Subject: Amendment No. 1 for Contract No. 1390-12899

Hello Nicole,

Checking on the status of the finalized amendment for the Oracle contract. There is no need for the Office of Contract Compliance to review for MBE/WBE compliance since the original contract included 0% MBE/WBE participation. However, it is necessary for me to update my records.

Thanks,

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountyil.gov

CONTRACT NO. 1390-12899
Vendor: Oracle America, Inc.
Amendment No. 1

This document is attached to Amendment No. 1 for the above-mentioned contract to document that an MBE/WBE Utilization Plan, although referenced in the Amendment, is not required and therefore not included with this Amendment No. 1. As indicated on the attached email, the Cook County Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal for this Contract.

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

See Attachment A

ATTACHMENT A:
Relevant Information for
Petition for Reduction/Waiver of MBE/WBE Participation – Form 3

The Petition for Reduction/Waiver of MBE/WBE Participation (Form 3) to which this Attachment A is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with that certain Amendment One to the Ordering Document with footer reference number 5676727, dated on or about the date of the Petition for Reduction/Waiver of MBE/WBE Participation (Form 3), between Cook County (the "County") and Oracle (the "Contract").

Pursuant to the Oracle Master Agreement US-NMA-428614 and the Contract, there is no MBE/WBE utilization goal (i.e., the participation goal is set at 0%) required by the County as of the effective date of the Contract.

* Please See Attached

CONTRACT NO. 1390-12899

N/A

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF

Bid/RFP/RFQ No.:	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor

Name _____

Title _____

Prime Contractor Signature _____ Date _____

Re: the Identification of Subcontractor/Supplier/Subconsultant Form

In connection with that certain Amendment One to the Ordering Document with footer 5676727 (the "ULA Amendment") between Cook County (the "County") and Oracle America, Inc. ("Oracle"), the County has requested that Oracle submit an executed Identification of Subcontractor/Supplier/Subconsultant Form (the "ISF"). Please see ISF to which this is attached.

In connection therewith, Oracle notes the following:

- (i) pursuant to the Oracle Master Agreement US-NMA-428614 (identified by the County as Contract No. 1390-12899) and the ULA Amendment, there is no MBE/WBE utilization goal (i.e., the participation goal is set at 0%), required by the County with respect to the ULA Amendment and the programs and services governed thereby; and
- (ii) there will be no subcontractors utilized by Oracle for the programs and services purchased by the County pursuant to the ULA Amendment.

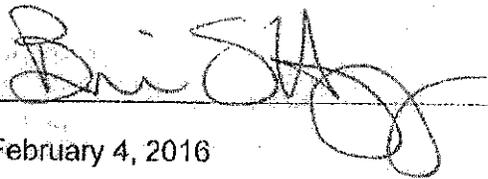
In consideration of the foregoing, the ISF is not applicable.

Contractor: Oracle America, Inc.

Name: Brian S. Higgins

Title: Assistant Secretary and Vice President

Signature:



Date: February 4, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 J15699-STND-GAWU-15-16	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED ORACLE CORPORATION ORACLE AMERICA, INC. ATTN: BRUCE COCHRAN 500 ORACLE PARKWAY MS50P664 REDWOOD CITY, CA 94065	INSURER A : National Union Fire Ins Co Pittsburgh PA NAIC # 19445	
	INSURER B : Safety National Casualty Corp. NAIC # 15105	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** SEA-002904406-15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL9575165	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA5339565 (AOS) CA5339566 (MA)	06/01/2015 06/01/2015	06/01/2016 06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	LDM0500082 PS0500081 (WI)	04/01/2015 04/01/2015	04/01/2016 04/01/2016	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COOK COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE GENERAL LIABILITY POLICY IS PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT. POLICIES INCLUDE A WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

CERTIFICATE HOLDER COOK COUNTY 118 NORTH CLARK STREET CHICAGO, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Chandra J. Baciocco <i>Chandra J. Baciocco</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2015 forms a part of

policy No. CA 533-95-65 Issued to ORACLE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5 - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.


AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2015

Policy No. LDM0500082

Endorsement No.

Insured ORACLE AMERICA, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



Marsh Risk & Insurance Services

345 California Street, Suite 1300
San Francisco, CA 94104
415 743 8000 Fax 415 743 8082
www.marsh.com

January 8, 2016

Subject: Technology Errors and Omissions Coverage
Oracle Corporation
Policy No. FINPT1500044 (Primary)
Insurance Company – Lloyd's of London
Policy Period March 31, 2015 to March 31, 2016

To Whom It May Concern:

Please be advised that Lloyd's of London has issued an Errors & Omissions insurance policy to Oracle Corporation for the Policy Period March 31, 2015 to March 31, 2016 which provides Professional Liability/Technology Errors & Omissions/Privacy Liability to Oracle Corporation on a **claims made basis** with a limit of \$5,000,000 per occurrence and \$5,000,000 in the aggregate (the "Policy").

This document is issued as a matter of information only and confers no rights upon the recipient other than those provided in the Policy. This document does not amend, extend or alter the coverage afforded by the Policy.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or may pertain, the insurance afforded by the Policy is subject to all the terms, conditions and exclusions of the Policy. Aggregate limits shown may have been reduced by paid claims.

Lloyd's of London is not under any obligation to provide notice of cancellation to third parties, and neither is Marsh. Failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this letter.

Please let us know if you should have any questions as respects this coverage. Thank you.

Sincerely,

Marsh Risk & Insurance Services