

AMENDMENT NO. 8

This Amendment No. 8 (the "Amendment") modifies Contract No. 1390-12899 (Oracle reference number US-NMA-428614), titled Oracle E-Business Suite Software and Licenses 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 have entered into a Contract approved by the County Board on February 10, 2015, (hereinafter referred to as the "Contract" or the "Master Agreement"), wherein the Contractor is to provide Products and Service Offerings from January 22, 2015 through January 21, 2020 in an amount not to exceed \$12,150,000.00 of all Orders placed under the Contract for the initial term unless amended, with renewal options upon mutual written agreement for additional periods of time up to a total of five (5) additional years; and

Whereas, Amendment No. 1 was approved by the County Board on February 10, 2016 for an increase in the amount of \$671,331.50 for additional Oracle Products and Service Offering and the total contract amount was increased to \$12,821,331.50; and

Whereas, Amendment No. 2 was executed by the Chief Procurement Officer on February 22, 2017 to add Schedule C – Cloud Services to the Oracle Master Agreement and for additional Oracle Products and Service Offerings; and

Whereas, Amendment No. 3 was executed by the Chief Procurement Officer on March 27, 2017 to add additional Oracle Products and Service Offerings; and

Whereas, Amendment No. 4 was authorized by the County Board on March 22, 2017 for an increase in the amount of \$5,550,901.40 for additional Oracle Products and Service Offerings and the Total Contract Amount was revised to \$18,372,232.90; and

Whereas, Amendment No. 5 was authorized by the County Board on November 21, 2019, to renew the Oracle Master Agreement for three (3) years beginning on January 22, 2020 through January 21, 2023 and increase in the amount of \$5,797,852.02 for additional Oracle Products and Service Offerings and the Total Contract Amount was revised to \$24,169,814.92; and

Whereas, Amendment No. 6 was authorized by the County Board on September 24, 2020, for an increase in the amount of \$693,767.69 for additional Oracle Products and Service Offerings and the Total Contract Amount was revised to \$24,863,582.61; and

Whereas, Amendment No. 7 was executed by the Chief Procurement Officer on September 8, 2022, for an increase in the amount of \$97,507.54 for additional Oracle Products and Service Offerings and the Total Contract Amount was revised to \$24,961,090.15; and

Whereas, the Oracle Master Agreement will expire January 21, 2023; and

Whereas, an increase in the Contract amount is required for the continuation of Oracle Products and Service Offerings, the County and Contractor desire to increase the Contract in the amount of \$6,838,270.26; and

Whereas, pursuant to Section 2 (Master Agreement Term of the Contract, Amount and Applicable Schedules), the County and Contractor desire to renew the Oracle Master Agreement for two (2) years beginning on January 22, 2023 through January 21, 2025.

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 first paragraph of Section 2 (Master Agreement Term, Amount and Applicable Schedules) of the Contract is hereby replaced in its entirety to read as follows:

"Orders may be placed under the Master Agreement for ten years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Exhibits and Schedules are incorporated into the Master Agreement: Exhibit A -Cook County Supplemental Terms and Conditions; Schedule P -Program; Schedule S -Services; and Schedule C -Cloud Services. As of the effective date of Amendment No. 8 to this Master Agreement (the "Amendment No. 8 Effective Date"), the contract amount is increased by \$ 6,838,270.26 and therefore the cumulative amounts of all Orders placed under this Master Agreement shall not exceed \$31,799,360.41.
2. **Attachment A.** The executed Ordering Document with footer reference number CPQ-2770313-1 for Cloud Services is attached hereto as Attachment A and is hereby incorporated as part of the Contract.
3. **Attachment B.** The Oracle Hyperion v11.2.x Installation and Migration statement of work is attached hereto as Attachment B and is hereby incorporated as part of the Contract.
4. **Attachment C.** The Technical Support Services Renewal Order with reference number 19987327 is attached hereto as Attachment C and is hereby incorporated as part of the Contract.
5. **Attachment D.** The executed Ordering Document with footer reference number CPQ-2744873-1 for Taleo Cloud Service is attached hereto as Attachment D and is hereby incorporated as part of the Contract.
6. **Attachment E.** The executed Ordering Document with footer reference number US-14136903 for Oracle Custom Fixed Scope Service (Hyperion Severity 1 Technical Support) is attached hereto as Attachment E and is hereby incorporated as part of the Contract.
7. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment F are incorporated and made a part of this Contract.
8. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on January 26, 2023 the County and Contractor have caused this Amendment No. 8 to be executed on the date and year last written below.

County of Cook, Illinois

Oracle America, Inc.

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2023.02.22 14:45:30 -0600

DocuSigned by:
Elizabeth Hwang
Signed

678136064A374EB...

Date: _____

Elizabeth Hwang
Type or print name

By: Kathleen J. McKee
State's Attorney (if applicable)
Kathleen J. McKee
Type or print name (if applicable)

Director, Public Sector Deal Mgmt
Title

Date: 1/19/2023

Date: 23-Dec-2022 | 11:15 AM PST

ATTACHMENT A

**ORACLE GOVERNMENT CLOUD
ORDERING DOCUMENT**

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	Cook County Bureau of Technology	Contact	Derrick Thomas
Address	69 W Washington St, Ste 2700 Chicago IL 60602	Phone Number	(312) 603-3120
		Email Address	derrick.thomas@cookcountyil.gov

New Subscription

Service Period: 12 months					
Cloud Services	Data Center Region	Period	Quantity	Term	Funded Allocation Value
B88206 - Oracle PaaS and IaaS Universal Credits	US Government	Annual	1000000	12 mo	1,000,000.00
Subtotal					1,000,000.00

Fee Description	Net Fee
Cloud Services Fees	0.00
Net Fees	0.00
Funded Allocation Value	1,000,000.00
Total Fees	0.00

Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Application Development Cloud Service	15.0
Management Cloud Service	15.0
Security and Identity Management Cloud Service	15.0
Content Management Cloud Service	15.0
Data Integration Cloud Service	15.0
Compute Cloud Service	15.0
Storage Cloud Service	15.0
Network Cloud Service	15.0
Analytics Cloud Service	15.0
Big Data Cloud Service	15.0
Enterprise Integration Cloud Service	15.0
Data Management Cloud Service	15.0
Not Discount Eligible	0.0

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
Application Development Cloud Service			
B88287 - Oracle Java Cloud Service-Enterprise	OCPU Per Hour	0.263245	0.263245
B88288 - Oracle Java Cloud Service-Standard	OCPU Per Hour	0.263245	0.263245
B88289 - Oracle Java Cloud Service-High Performance	OCPU Per Hour	0.65807	0.65807
B88399 - Oracle Java Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.164475	0.164475
B88400 - Oracle Java Cloud Service-High Performance-BYOL	OCPU Per Hour	0.164475	0.164475
B88844 - Oracle Java Cloud Service-Standard-BYOL	OCPU Per Hour	0.164475	0.164475
B90260 - Oracle Digital Assistant Cloud Service	Request	0.01972	0.01972
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.219385	0.219385
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.39491	0.39491
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.219385	0.219385
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.219385	0.219385

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	OCPU Per Hour	0.39491	0.39491
Management Cloud Service			
B92888 - Oracle Cloud Infrastructure Operations Insights for Oracle Autonomous Databases	OCPU Per Hour	0.00	0.00
B92890 - Oracle Cloud Infrastructure Operations Insights for External Oracle Databases and Host	Host CPU Core Per Hour	0.01275	0.01275
Security and Identity Management Cloud Service			
B90328 - Oracle Cloud Infrastructure-Key Management	Virtual Private Vault Per Hour	3.1654	3.1654
B90555 - Oracle Identity Cloud Service-Enterprise User	User Per Month	2.72	2.72
B90556 - Oracle Identity Cloud Service-Consumer User	User Per Month	0.0136	0.0136
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	User Per Month	0.68	0.68
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	User Per Month	0.0034	0.0034
B90936 - Oracle Identity Foundation Cloud Service	Each	0.00	0.00
B94173 - Oracle Threat Intelligence Service	API Calls	0.00	0.00
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	1,000,000 Incoming Requests Per Month 0 - 10	0.00	0.00
	1,000,000 Incoming Requests Per Month 10 - 9999999999999999	0.51	0.51
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	Instance Per Month 0 - 1	0.00	0.00
	Instance Per Month 1 - 9999999999999999	4.25	4.25
Content Management Cloud Service			
B88298 - Oracle WebCenter Portal Cloud Service	OCPU Per Hour	0.65807	0.65807
B88405 - Oracle WebCenter Portal Cloud Service-BYOL	OCPU Per Hour	0.164475	0.164475
B91210 - Oracle Content Management	5,000 Assets Per Month 0 - 3	544.00	544.00
	5,000 Assets Per Month 3 - 100	146.2	146.2

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	5,000 Assets Per Month 100 - 100000000000000000	27.2	27.2
B91211 - Oracle Content Management-Outbound Data Transfer			
	Gigabyte Outbound Data Transfer Per Month	0.034	0.034
B92637 - Oracle Content Management-BYOL			
	5000 Assets Per Month 0 - 10	102.00	102.00
	5000 Assets Per Month 10 - 200	51.00	51.00
	5000 Assets Per Month 200 - 10000	25.5	25.5
	5000 Assets Per Month 10000 - 999999999	3.06	3.06
B93411 - Oracle Content Management-Starter Edition			
	5000 Assets Per Month 0 - 1	0.00	0.00
	5000 Assets Per Month 1 - 3	63.75	63.75
	5000 Assets Per Month 3 - 999999999999999	340.00	340.00
B96502 - Oracle Content Management-Advanced Hosting			
	Instance Per Month	4,420.00	4,420.00
Data Integration Cloud Service			
B88299 - Oracle Data Integrator Cloud Service			
	OCPU Per Hour	0.65807	0.65807
B88310 - Oracle GoldenGate Cloud Service-Enterprise			
	OCPU Per Hour	0.65807	0.65807
B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL			
	OCPU Per Hour	0.164475	0.164475
B88406 - Oracle Data Integrator Cloud Service-BYOL			
	OCPU Per Hour	0.164475	0.164475
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure			
	OCPU Per Hour	0.80733	0.80733
Compute Cloud Service			
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7			
	OCPU Per Hour	0.05423	0.05423
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7			
	OCPU Per Hour	0.05423	0.05423
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7			
	OCPU Per Hour	0.108375	0.108375
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7			

Usage Item Description	Metric	Unit Net Price	Average Net Unit Price
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	OCPU Per Hour	0.108375	0.108375
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	GPU Per Hour	2.5075	2.5075
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	OCPU Per Hour	0.06375	0.06375
	Seconds 0 - 40	0.00	0.00
	Seconds 40 - 999999999	0.120445	0.120445
B90618 - Oracle Functions-Invocations	1,000,000 Function Invocations 0 - 2	0.00	0.00
	1,000,000 Function Invocations 2 - 999999999	0.17	0.17
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour	1.2495	1.2495
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	OCPU Per Hour	0.3145	0.3145
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	1,000,000 API Calls Per Month	2.55	2.55
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	OCPU Per Hour	0.02125	0.02125
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	Gigabyte Per Hour	0.001275	0.001275
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour	2.5925	2.5925
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour	0.02125	0.02125
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	Gigabyte Per Hour	0.001275	0.001275
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	OCPU Per Hour 0 - 3000	0.00	0.00
	OCPU Per Hour 3000 - 999999999999999	0.0085	0.0085
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000	0.00	0.00
	Gigabyte Per Hour 18000 - 999999999999999	0.001275	0.001275

Usage Item Description	Metric	Unit Net Price	Average Net Unit Price
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour	0.0459	0.0459
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour	0.001275	0.001275
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour	0.034	0.034
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour	0.001275	0.001275
Storage Cloud Service			
B89057 - Oracle Cloud Infrastructure-File Storage	Gigabyte Storage Capacity per Month	0.255	0.255
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET	Gigabytes of Data Transferred	0.02125	0.02125
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	Gigabyte Per Hour	0.00017	0.00017
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	10,000 Requests per Month 0 - 5	0.00	0.00
	10,000 Requests per Month 5 - 999999999	0.00289	0.00289
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	Gigabyte Storage Capacity per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.021675	0.021675
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	Gigabyte Storage Capacity per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.00221	0.00221
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	Gigabyte Storage Capacity Per Month	0.021675	0.021675
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	Performance Units Per Gigabyte Per Month	0.001445	0.001445
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	Gigabyte Storage Capacity Per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity Per Month 10 - 999999999999999	0.0085	0.0085
	Gigabyte Storage Retrieved Per Month 0 - 10	0.00	0.00
	Gigabyte Storage Retrieved Per Month 10 - 999999999999999	0.0085	0.0085
Network Cloud Service			
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps	Port Hour	0.180625	0.180625
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	Port Hour	1.08375	1.08375
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999	0.007225	0.007225
	B88523 - Oracle Cloud Infrastructure-Email Delivery	1,000 Emails Sent 0 - 3	0.00
	1,000 Emails Sent 3 - 999999999999999	0.07225	0.07225
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	Million Datapoints 0 - 500	0.00	0.00
	Million Datapoints 500 - 999999999	0.002125	0.002125
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval	Million Datapoints 0 - 1000	0.00	0.00
	Million Datapoints 1000 - 999999999	0.001275	0.001275
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery	Million Delivery Operations 0 - 1	0.00	0.00
	Million Delivery Operations 1 - 999999999	0.51	0.51
	B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery	1,000 Emails Sent 0 - 1	0.00

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	1,000 Emails Sent 1 - 999999999	0.017	0.017
	Load Balancer Hour 0 - 744	0.00	0.00
	Load Balancer Hour 744 - 999999999	0.009605	0.009605
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	Mbps Per Hour 0 - 7440	0.00	0.00
	Mbps Per Hour 7440 - 999999999	0.000085	0.000085
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	Port Hour	9.1375	9.1375
Analytics Cloud Service			
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour	1.115965	1.115965
Big Data Cloud Service			
B93545 - Oracle Cloud Infrastructure AI Services-Anomaly Detection	1000 Transactions 0 - 1	0.00	0.00
	1000 Transactions 1 - 999999999999999	0.2125	0.2125
B93555 - Oracle Big Data Service	OCPU Per Hour	0.01275	0.01275
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 999999999999999	0.2125	0.2125
B94974 - Oracle Cloud Infrastructure-Vision-OCR	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 999999999999999	0.85	0.85
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training	Training Hour 0 - 15	0.00	0.00
	Training Hour 15 - 999999999999999	1.275	1.275
Enterprise Integration Cloud Service			
B89639 - Oracle Integration Cloud Service-Standard	5K Messages Per Hour	0.54842	0.54842
B89640 - Oracle Integration Cloud Service-Enterprise	5K Messages Per Hour	1.096755	1.096755
B89643 - Oracle Integration Cloud Service-Standard-BYOL	20K Messages Per Hour	0.27421	0.27421
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	20K Messages Per Hour	0.27421	0.27421
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	OCPU Per Hour	0.614635	0.614635
	OCPU Per Hour	1.026035	1.026035
Data Management Cloud Service			
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	OCPU Per Hour	0.365585	0.365585
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	OCPU Per Hour	1.142485	1.142485
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	OCPU Per Hour	0.754035	0.754035
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	OCPU Per Hour	0.18275	0.18275
B88294 - Oracle Database Backup Service-Outbound Data Transfer	Gigabyte Outbound Data Transfer per Month 0 - 1	0.00	0.00
	Gigabyte Outbound Data Transfer per Month 1 - 10240	0.0816	0.0816
	Gigabyte Outbound Data Transfer per Month 10240 - 51200	0.0612	0.0612
	Gigabyte Outbound Data Transfer per Month 51200 - 153600	0.0476	0.0476
	Gigabyte Outbound Data Transfer per Month 153600 - 512000	0.034	0.034
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999	0.034	0.034
B88295 - Oracle Database Backup Service-GET and all other Requests	10000 Requests Per Month	0.00272	0.00272
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	1000 Requests Per Month	0.0034	0.0034
B88297 - Oracle Database Backup Service-Storage Capacity			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Gigabyte Storage Capacity per Month 0 - 1024	0.017935	0.017935
	Gigabyte Storage Capacity per Month 1024 - 51200	0.01768	0.01768
	Gigabyte Storage Capacity per Month 51200 - 512000	0.01734	0.01734
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.017085	0.017085
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.016745	0.016745
	Gigabyte Storage Capacity per Month 5120000 - 999999999	0.01649	0.01649
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.164475	0.164475
B88592 - Exadata Database OCPU-Dedicated Infrastructure	OCPU Per Hour	1.142485	1.142485
B88847 - Exadata Database OCPU-Dedicated Infrastructure-BYOL	OCPU Per Hour	0.27421	0.27421
B89039 - Oracle Autonomous Data Warehouse-BYOL	OCPU Per Hour	0.27421	0.27421
B89040 - Oracle Autonomous Data Warehouse	OCPU Per Hour	1.142485	1.142485
B89041 - Oracle Autonomous Data Warehouse-Exadata Storage	Terabyte Storage Capacity Per Month	100.64	100.64
B89737 - Oracle NoSQL Database Cloud Service-Write	Write Unit Per Month	0.10659	0.10659
B89738 - Oracle NoSQL Database Cloud Service-Read	Read Unit Per Month	0.00544	0.00544
B89739 - Oracle NoSQL Database Cloud Service-Storage	Gigabyte Storage Capacity Per Month	0.0561	0.0561
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	Hosted Environment Per Hour	18.27959	18.27959
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	Hosted Environment Per Hour	36.559095	36.559095
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Hosted Environment Per Hour	73.118275	73.118275
B90230 - Oracle Database Backup Cloud-Object Storage	Gigabyte Storage Capacity Per Month	0.004335	0.004335
B90231 - Oracle Database Backup Cloud-Archive Storage	Gigabyte Storage Capacity Per Month	0.000425	0.000425
B90453 - Oracle Autonomous Transaction Processing	OCPU Per Hour	1.142485	1.142485
B90454 - Oracle Autonomous Transaction Processing-BYOL	OCPU Per Hour	0.27421	0.27421
B90455 - Oracle Autonomous Transaction Processing- Exadata Storage	Terabyte Storage Capacity Per Month	100.64	100.64
B90569 - Oracle Base Database Service-Standard	OCPU Per Hour	0.18275	0.18275
B90570 - Oracle Base Database Service-Enterprise	OCPU Per Hour	0.365585	0.365585
B90571 - Oracle Base Database Service-High Performance	OCPU Per Hour	0.754035	0.754035
B90572 - Oracle Base Database Service-Extreme Performance	OCPU Per Hour	1.142485	1.142485
B90573 - Oracle Base Database Service-BYOL	OCPU Per Hour	0.164475	0.164475
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	Hosted Environment Per Hour	9.139795	9.139795
B91121 - Oracle Cloud SQL-Compute Capacity	OCPU Per Hour	0.091375	0.091375
B91393 - Oracle Autonomous Transaction Processing-Free	OCPU Per Hour	0.00	0.00
B91394 - Oracle Autonomous Transaction Processing- Exadata Storage-Free	Terabyte Storage Capacity Per Month	0.00	0.00
B91535 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8	Hosted Environment Per Hour	12.33877	12.33877
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	Hosted Environment Per Hour	24.677455	24.677455
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	Hosted Environment Per Hour	49.354825	49.354825

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	10,000 Audit Records Per Target Per Month	0.085	0.085
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	Each	0.00	0.00
B92181 - Oracle Autonomous Transaction Processing-Dedicated	OCPU Per Hour	1.142485	1.142485
B92182 - Oracle Autonomous Data Warehouse-Dedicated	OCPU Per Hour	1.142485	1.142485
B92183 - Oracle Autonomous Transaction Processing-Dedicated-BYOL	OCPU Per Hour	0.27421	0.27421
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	OCPU Per Hour	0.27421	0.27421
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour	0.27421	0.27421
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	Hosted Environment Per Hour	12.33877	12.33877
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	Hosted Environment Per Hour	2.46772	2.46772
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	Hosted Environment Per Hour	2.46772	2.46772
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	Target Database Per Month	170.00	170.00
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	10,000 Audit Records Per Target Per Month	0.085	0.085
B92911 - Oracle APEX Application Development	OCPU Per Hour	0.27421	0.27421
B93320 - Oracle APEX Application Development-Free	OCPU Per Hour	0.00	0.00
B93380 - Exadata Cloud Infrastructure-Quarter Rack-X9M	Hosted Environment Per Hour	12.33877	12.33877
B93381 - Exadata Cloud Infrastructure-Database Server-X9M	Hosted Environment Per Hour	2.46772	2.46772

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93382 - Exadata Cloud Infrastructure-Storage Server-X9M	Hosted Environment Per Hour	2.46772	2.46772
B93710 - Oracle NoSQL Database Cloud-Write-Auto	Write Unit Per Month	2.66475	2.66475
B93711 - Oracle NoSQL Database Cloud-Read-Auto	Read Unit Per Month	0.136	0.136
B95701 - Oracle Autonomous Data Warehouse-ECPU	ECPU Per Hour	0.2125	0.2125
B95702 - Oracle Autonomous Transaction Processing- ECPU	ECPU Per Hour	0.5695	0.5695
B95703 - Oracle Autonomous Data Warehouse-ECPU- BYOL	ECPU Per Hour	0.051	0.051
B95704 - Oracle Autonomous Transaction Processing- ECPU-BYOL	ECPU Per Hour	0.13668	0.13668
B95706 - Oracle Autonomous Transaction Processing Exadata Storage for ECPU	Gigabyte Storage Capacity Per Month	0.09826	0.09826
B95712 - Oracle Autonomous Data Warehouse-Dedicated- ECPU	ECPU Per Hour	0.2125	0.2125
B95713 - Oracle Autonomous Transaction Processing- Dedicated-ECPU	ECPU Per Hour	0.5695	0.5695
B95714 - Oracle Autonomous Data Warehouse-Dedicated- ECPU-BYOL	ECPU Per Hour	0.051	0.051
B95715 - Oracle Autonomous Transaction Processing- Dedicated-ECPU-BYOL	ECPU Per Hour	0.13668	0.13668
B95754 - Oracle Autonomous Data Warehouse Exadata Storage for ECPU	Gigabyte Storage Capacity Per Month	0.02074	0.02074
Not Discount Eligible			
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	OCPU Per Hour	0.092	0.092
B92386 - Oracle Cloud VMware Solution	OCPU Per Hour	0.2031	0.2031
B92615 - Roving Edge Device-Compute Optimized- Ruggedized	Resource Possession Per Day	160.0	160.0
B92616 - Roving Edge Cluster Kit-Standard	Resource Possession Per Day	40.0	40.0

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93039 - Roving Edge Device-Compute Optimized-Standard	Resource Possession Per Day	160.0	160.0
B93040 - Roving Edge Device-Compute Optimized-Unreturnable/Loss Fee	Each	45,000.0	45,000.0
B93041 - Roving Edge Cluster Kit-Unreturnable/Loss Fee	Each	12,000.0	12,000.0
B93288 - Oracle Cloud VMware Solution-BM.DenseIO2.52-Hourly Commit	OCPU Per Hour	0.2437	0.2437
B93289 - Oracle Cloud VMware Solution-BM.DenseIO2.52-1 Year Commit	OCPU Per Hour	0.1625	0.1625
B93290 - Oracle Cloud VMware Solution-BM.DenseIO2.52-3 Year Commit	OCPU Per Hour	0.132	0.132
B93421 - Oracle Cloud VMware Solution-HCX Enterprise-Monthly	OCPU Per Hour	0.0126	0.0126
B95228 - Roving Edge Ultra	Resource Possession Per Day	45.0	45.0
B95229 - Roving Edge Ultra Non-Return or Loss Fee	Each	35,000.0	35,000.0

A. Terms of Your Order

1. Applicable Agreement:

a. US-NMA-428614

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Monthly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 24-Feb-2023

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Funded Allocation Model Additional Terms

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions, available at <http://www.oracle.com/contracts>, the following terms apply to your Oracle PaaS and IaaS Universal Credits.

Under the "Funded Allocation Model", Oracle allows You the flexibility to fund an annual amount to Oracle as specified in the "Funded Allocation Value" in Your order, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Funded Allocation Value of Your order is reflected in the "Funded Allocation Value" column and the applicable Services Period for that value will be as specified in Your order. Oracle will invoice you monthly in arrears based on your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Overage

You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If you have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. Oracle will invoice You for the excess usage of the Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

Replenishment at End of Services Period

If you are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services category discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

Rate Card and Cloud Portal. The rate card attached to your order contains Unit Net Prices for IaaS and PaaS Cloud Services that may be made available to you within your Cloud Services Account. When an eligible Cloud Service is made available to you for use, it will appear in your Cloud Portal within your Cloud Services Account. Specific Cloud Services listed on the rate card may be unavailable in your Cloud Services Account and/or Cloud Portal because such are restricted use or limited availability and subject to additional terms and conditions. To the extent applicable, documentation regarding FedRAMP and/or Department of Defense Cloud Computing Security Requirements Guide authorizations for any Cloud Services listed on the rate card and made available in Your Cloud Services Account and/or Cloud Portal may be reviewed in an Oracle-provided virtual reading room upon request.

Roving Edge Parts. Roving Edge Infrastructure parts are limited-availability parts. This order is not eligible for any Roving Edge Infrastructure products or services, even if a Roving Edge part number is specified in the Rate Card of this order or seen in the Cloud Portal.

2. Support Reward for Cloud Consumption

During the Services Period of this order, You will receive a reward of 0.25 US Dollars (the "**Reward**") for every 1 US Dollars of Oracle Cloud Infrastructure Cloud Services ("**OCI Services**") that You consume during the Services Period, and that You may apply towards renewals of Software Update License & Support for Oracle Programs subject to a maximum amount of (i) 100% of the total amount owed when such services are renewed through Oracle America, Inc., and (ii) 75% of the total amount owed when such services are renewed through an authorized reseller provided that:

(a) the Reward will not accrue for (i) OCI Services SKUs that are assigned to a Non Discount Eligible Cloud Services category in the applicable service description, (ii) OCI Services that are consumed pursuant to a Pay as You Go model as described in the applicable service description, (iii) Third Party Products available via the Cloud Marketplace, or (iv) non-metered OCI Services SKUs;

(b) You may only apply the Reward towards the pre-tax value of renewals of Software Update License & Support for Oracle Technology Programs listed on the then current Oracle Technology Global Price List and not for any other support offering (e.g., not for first year Software Update License & Support nor for hardware support); notwithstanding the foregoing, if Software Update License & Support is no longer being provided for an Oracle Technology Program, then You may apply the Reward towards the pre-tax value of renewals of the then available support for the applicable Oracle Technology Program (e.g., sustaining support);

(c) the Reward will be issued monthly in arrears and will be valid for 12 months from the date of issuance of the applicable Reward;

(d) You will start accruing towards Your first Reward at the start of the Services Period for this order;

(e) You understand that if this order is terminated due to Your breach of the terms of the Agreement or this order, then You will cease earning any Rewards starting from the effective date of termination; furthermore, if termination is due to Your failure to pay any fees owed under this order, any Rewards accrued and which remain unused as of the effective date of termination, will be deleted from Your Reward account; and

(f) You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to participate in and to accept and apply the Reward and that the Reward does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept or apply the Reward if You are not permitted to accept the Reward (in such event, the Reward is void and is not applicable).

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document", "Services Order", "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

5. Service Specifications and Order Terms

"Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, all of which are available at www.oracle.com/contracts; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

6. Data Center Region Availability

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

Cook County Bureau of Technology

Signature Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2023.02.22 16:10:47 -06'00'
Name _____
Title _____
Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Cook County Bureau of Technology	Customer Name	Cook County Bureau of Technology
Customer Address	69 W Washington St, Ste 2700 Chicago IL 60602	Customer Address	69 W Washington St, Ste 2700 Chicago IL 60602
Contact Name	Derrick Thomas	Contact Name	Derrick Thomas
Contact Phone	(312) 603-3120	Contact Phone	(312) 603-3120
Contact Email	derrick.thomas@cookcountyil.gov	Contact Email	derrick.thomas@cookcountyil.gov

ATTACHMENT B

ORACLE HYPERION UPGRADE

Oracle Hyperion v11.2.x Installation and Migration



Prepared By: Ron Sharp, Sr. Service Delivery Engineer
Lead Delivery Engineer - Exalytics & EPM

Oracle North America Advanced Customer Services
Date: November 18, 2022

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Oracle ACS Engagement Overview

Cook County is interested in upgrading to Hyperion 11.2.x. Cook County is currently using Hyperion 11.1.2.4 production environment consisting of multiple servers running on Windows and Linux hosted on Oracle Cloud. The environment includes:

- HFM
- FDMEE
- Workspace
- Financial Reporting
- Calculation Manager
- APS
- EAS
- Shared Services
- Essbase
- Planning
- Essbase Studio (No longer supported in 11.2.6+)

The environment also includes some horizontal clustering.

The client currently has 3 environments; DEV, TEST, and PROD.

This document estimates the work required to complete the installation and migration to the 11.2.x version.

Deliverables and Process

A. Design and Prep Work

Oracle ACS will assist in future state planning of the new 11.2.x environments to closely replicate the existing production installation in terms capacity and can assist designing redundancy, recoverability, and availability as required. Estimated number of servers is 4-8 per environment.

Future state planning will include discussions of prerequisites including a list of software to download, databases required, user name and password requirements, initial load balancer and VIP configurations, server requirements – CPU/disk/memory, third party software installations required on the servers (Linux RPMs, etc.), and any other items that should be completed before installation begin.

Future state planning can also include items like SSO, external authentication, disaster recovery planning and ways to meet any targeted SLAs related to RTO and RPO.

NOTE: This scoping document does not include any OCI services to configure the host operating systems and machines. This document assumes the project begins after the following items are complete:

1. All servers have been procured, operating systems setup, storage attached, etc...
2. Client is able to connect to all servers from their network.
3. Files are able to be transferred from the source servers to the target servers, either directly or indirectly.
4. The backend database has been setup and schemas have been created by the client's DBA as needed (information will be provided).

B. Base Installation and Configuration

Oracle ACS will install and configure the Hyperion 11.2.x software as designed. A base installation with horizontal clustering of product modules, where applicable, is included in this portion of the estimate.

SSO Configuration has also been requested and is included in this portion of the project.

Essbase Studio is no longer supported in 11.2.x. This will not be installed and content related to these items will not be migrated as part of this project.

C. Patching

Oracle ACS will perform a patch audit to determine the best available patches to apply at the time of installation. Hyperion ACS will apply all applicable patches. Currently, there are over a dozen distinct patches across the suite of products which would typically be installed. In a clustered high availability environment one patch may be applied to multiple servers equating to approximately 50+ actual patch applications/locations.

D. Basic Testing

Oracle ACS will test the new environment and verify basic functionality using sample applications and reports.

E. **Content Migration**

Once installation, configuration, and testing are complete Oracle ACS will migrate the following from the current 11.1.2.4 environment:

- Planning Applications
- Essbase Applications
- HFM applications
- FDMEE applications
- BIPlus Content - Financial Reports, as needed
- Security and Provisioning

The ACS Hyperion engineer will do basic validation of the migration, but the Cook County business users will be responsible for full validation and testing.

This estimate covers migrations at the LCM and infrastructure layers only. This does not include any modifications or changes in the application layer, changing scripts for features that have changed, etc... Any application specific changes would need to be handled by the client or an Application Consultant. (Example: FDMEE scripting, changes to mappings, topology settings, etc... would all be handled by the application owners, not Oracle ACS.)

As noted, Essbase Studio is no longer supported in 11.2.x. This will not be installed and content related to these items will not be migrated as part of this project.

NOTE: Because all client applications and servers are different, it is difficult to estimate the exact time requirements for the migration of applications or security. The provided estimate is based solely on past experience. In order to avoid exceeding the estimated time, it may be necessary to migrate a few applications of each type and provide knowledge transfer to the client's team so they can finish any remaining application migrations at their own leisure once the installation is complete. All efforts will be made to complete all migrations within the estimated time.

F. **Baseline Tuning**

Oracle ACS will apply baseline tuning to the entire environment. This is baseline "blind" tuning only, based solely on our experience and best practices. No load testing (advanced tuning) is included in this estimate. Areas of tuning may include, but are not limited to, OS tuning, network layer tuning, database tuning, WebLogic tuning, JDBC Connection Pools, External Authentication Pools, HFM app settings, memory and thread tuning, HTTP server tuning, HTTP compression, etc..

G. **Custom Scripts and Process Migration**

Cook County may use custom processes and scripts for data management. The Oracle ACS Hyperion engineer will assist Cook County with addressing any issues that may arise due to the architecture changes in the new release (ports, protocols, etc...).

ACS engineers will only assist in indentifying the areas that may need to be addressed. This estimate does not include modifying or rewriting scripts or processes.

NOTE: There are no major configuration or scripting changes expected between 11.1.2.4 and 11.2.x in the product modules used.

In addition, ACS will provide custom start and stop scripts, and various other scripts to assist in product maintenance and routine infrastructure related tasks.

H. **Documentation and Knowledge Transfer**

A Visio diagram of the installation will be provided.

Full step-by-step detailed documentation is not included in the scope, however knowledge transfer will be provided to the client team, along with the Visio diagrams.

Detailed “step-by-step” documentation is available on request, but must be requested prior to the engagement and is NOT INCLUDED in the scope of the project.

Suggested Resources and Timing

The work can be performed remotely if Cook County can provide “Vendor VPN” (or other remote technology).

Effort Duration:	2 Months
Fixed Fee	\$244,797

Ron Sharp | Sr. Principal Service Delivery Engineer

Phone: +1 203 703 3285 | Mobile: +1 203 829 5668
Oracle Advanced Customer Services – GLOBAL

ATTACHMENT C

**ORACLE SOFTWARE TECHNICAL SUPPORT
RENEWAL**



15-Nov-22

Dear Derrick D Thomas

A support service renewal is expired or about to expire.

The technical support services for support service number 19987327 will expire, or have expired on 30-Nov-22.

Renewing these services is easy. Just click the Quick Checkout button below and complete your renewal online. Once your renewal is completed, the new Support Period for these services will begin on the start date listed for this renewal in your My Support Renewals account and will be provided through the end date as shown for this renewal in your My Support Renewals account. A renewal order containing all of the information about your renewal is also attached for your reference. So that there is no interruption in these services, please complete your renewal on or before 22-Nov-22. You can see and manage all of your support service renewals anytime on My Support Renewals by clicking the Manage Your Renewals button below.

[Quick Checkout](#)

[Manage Your Renewals](#)

To log into My Support Renewals, you will need your username and password:

Your Oracle.com username is: **DERRICK.THOMAS@COOKCOUNTYIL.GOV**

New Customer? Forgot your password? [Reset.](#)

If you are unable to complete your renewal on My Support Renewals, you can complete your renewal by following the instructions in the attached renewal order. So that there is no interruption in these services, please complete your renewal on or before 22-Nov-22. If applicable, the attached renewal order may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [Request Assistance](#).



TECHNICAL SUPPORT SERVICES RENEWAL ORDER

GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle America, Inc.
Support Service Number: 19987327 Offer Expires: 30-Nov-22	Oracle Contact Information: Oracle Premier Support Renewal Center Call: 1-888-545-4577 Chat: Chat on My Support Renewals Request Assistance: Click to Request Assistance
CUSTOMER: Cook County	
CUSTOMER QUOTE TO Account Contact: Derrick D Thomas Account Name: Cook County Address: 69 W WASHINGTON STE 2700 CHICAGO IL 60602 United States Telephone: 3126033120 Fax: E-mail: derrick.thomas@cookcou ntyil.gov	CUSTOMER BILL TO Account Contact: Accounts Payable Account Name: Cook County Address: BOT Business Office 69 W Washington - Suite 2700 CHICAGO IL 60602 United States Telephone: Fax: E-mail: BOT.Businessoffice@ccokco untyil.gov

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your [My Support Renewals](#) account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 19987327, to Oracle per the General Information section above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Advanced Security - Processor Perpetual	22690635	64		FULL USE	1-Dec-22	30-Nov-23	7,963.21
Oracle Audit Vault and Database Firewall - Processor Perpetual	22690635	50		FULL USE	1-Dec-22	30-Nov-23	2,488.50
Oracle Business Intelligence Suite Foundation Edition - Processor Perpetual	22690635	78		FULL USE	1-Dec-22	30-Nov-23	194,103.29
Oracle Database Enterprise Edition - Processor Perpetual	22690635	454		FULL USE	1-Dec-22	30-Nov-23	178,881.94
Oracle Data Integrator Enterprise Edition - Processor Perpetual	22690635	28		FULL USE	1-Dec-22	30-Nov-23	6,967.78
Oracle Data Relationship Management - Record Perpetual	22690635	20000		FULL USE	1-Dec-22	30-Nov-23	7,516.74
Oracle Data Relationship Steward - Application User Perpetual	22690635	3		FULL USE	1-Dec-22	30-Nov-23	408.72
Oracle Diagnostics Pack - Processor Perpetual	22690635	196		FULL USE	1-Dec-22	30-Nov-23	12,193.67
Oracle Enterprise Identity Services Suite - Processor Perpetual	22690635	86		FULL USE	1-Dec-22	30-Nov-23	156,941.63
Oracle GoldenGate Foundation Suite - Processor Perpetual	22690635	22		FULL USE	1-Dec-22	30-Nov-23	1,368.67
Oracle GoldenGate - Processor Perpetual	22690635	22		FULL USE	1-Dec-22	30-Nov-23	3,193.57
Oracle Grants - Application User Perpetual	22690635	100		FULL USE	1-Dec-22	30-Nov-23	10,793.57
Oracle Hyperion Financial Close Management - Application User Perpetual	22690635	50		FULL USE	1-Dec-22	30-Nov-23	5,872.46
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter for Financial Management - Application User Perpetual	22690635	25		FULL USE	1-Dec-22	30-Nov-23	352.35
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite - Application User Perpetual	22690635	300		FULL USE	1-Dec-22	30-Nov-23	4,228.16

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Hyperion Financial Data Quality Management, Enterprise Edition - Application User Perpetual	22690635	300		FULL USE	1-Dec-22	30-Nov-23	20,436.14
Oracle Hyperion Financial Management Plus - Application User Perpetual	22690635	25		FULL USE	1-Dec-22	30-Nov-23	3,053.67
Oracle Hyperion Planning Plus - Application User Perpetual	22690635	300		FULL USE	1-Dec-22	30-Nov-23	24,664.31
Oracle Hyperion Project Financial Planning - Application User Perpetual	22690635	300		FULL USE	1-Dec-22	30-Nov-23	14,093.92
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	22690635	300		FULL USE	1-Dec-22	30-Nov-23	14,093.92
Oracle Identity Manager Connector for Generic REST - Connector Perpetual	22690635	3		FULL USE	1-Dec-22	30-Nov-23	1,144.71
Oracle Identity Manager Connector for Generic SCIM - Connector Perpetual	22690635	3		FULL USE	1-Dec-22	30-Nov-23	1,144.71
Oracle Identity Manager Connector for Microsoft Office365 - Connector Perpetual	22690635	3		FULL USE	1-Dec-22	30-Nov-23	1,144.71
Oracle Identity Manager Connector - Oracle E-Business - Connector Perpetual	22690635	3		FULL USE	1-Dec-22	30-Nov-23	1,144.71
Oracle Managed File Transfer - Processor Perpetual	22690635	74		FULL USE	1-Dec-22	30-Nov-23	18,414.92
Oracle Real Application Clusters - Processor Perpetual	22690635	136		FULL USE	1-Dec-22	30-Nov-23	25,946.80
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	22690635	126		FULL USE	1-Dec-22	30-Nov-23	60,097.36
Oracle Tuning Pack - Processor Perpetual	22690635	196		FULL USE	1-Dec-22	30-Nov-23	8,129.11
Oracle Unified Business Process Management Suite - Processor Perpetual	22690635	66		FULL USE	1-Dec-22	30-Nov-23	31,479.57
Oracle User Productivity Kit Professional - Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	28,187.79
Oracle User Productivity Kit Professional - UPK Developer Perpetual	22690635	5		FULL USE	1-Dec-22	30-Nov-23	2,055.36
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	22690635	30		FULL USE	1-Dec-22	30-Nov-23	2,986.21

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle WebLogic Suite - Processor Perpetual	22690635	112		FULL USE	1-Dec-22	30-Nov-23	41,806.87

Program Technical Support Fees: USD 893,299.05

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Advanced Benefits - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	17,172.35
Oracle Advanced Collections - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	9,325.54
Oracle Asset Tracking - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	80,560.42
Oracle Compensation Workbench - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	14,141.93
Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	20,113.89
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	36,570.70
Oracle Financials - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	83,746.98
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	30,304.14
Oracle Human Resources - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	37,375.09
Oracle Internet Expenses - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	15,542.56
Oracle Inventory Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	22,125.27
Oracle iProcurement - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	21,759.57
Oracle iReceivables - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	10,239.81

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle iSupplier Portal for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	21,759.57
Oracle Order Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	25,233.78
Oracle Payroll - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	45,456.20
Oracle Performance Management - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	21,212.89
Oracle Procurement and Spend Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	36,570.71
Oracle Procurement Contracts for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	15,542.56
Oracle Project Analytics - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	36,570.71
Oracle Project Billing for Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	9,874.09
Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	15,542.56
Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	17,005.37
Oracle Self-Service Human Resources - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	8,081.10
Oracle Self-Service Work Requests for Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	13,896.86
Oracle Services Procurement for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	19,931.06
Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	23,222.40
Oracle Supplier Lifecycle Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-22	30-Nov-23	20,113.89

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Time and Labor - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	22,223.04

Program Technical Support Fees: USD 751,215.04

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Learning Management - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-22	30-Nov-23	16,835.62

Program Technical Support Fees: USD 16,835.62

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle API Gateway - Processor Perpetual	22690635	16		FULL USE	1-Dec-22	30-Nov-23	7,299.61

Program Technical Support Fees: USD 7,299.61

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Advanced Security - Processor Perpetual	22690635	64		FULL USE	1-Dec-23	30-Nov-24	8,202.11
Oracle Audit Vault and Database Firewall - Processor Perpetual	22690635	50		FULL USE	1-Dec-23	30-Nov-24	2,563.15
Oracle Business Intelligence Suite Foundation Edition - Processor Perpetual	22690635	78		FULL USE	1-Dec-23	30-Nov-24	199,926.39
Oracle Database Enterprise Edition - Processor Perpetual	22690635	454		FULL USE	1-Dec-23	30-Nov-24	184,248.40
Oracle Data Integrator Enterprise Edition - Processor Perpetual	22690635	28		FULL USE	1-Dec-23	30-Nov-24	7,176.82
Oracle Data Relationship Management - Record Perpetual	22690635	20000		FULL USE	1-Dec-23	30-Nov-24	7,742.24
Oracle Data Relationship Steward - Application User Perpetual	22690635	3		FULL USE	1-Dec-23	30-Nov-24	420.98

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Diagnostics Pack - Processor Perpetual	22690635	196		FULL USE	1-Dec-23	30-Nov-24	12,559.48
Oracle Enterprise Identity Services Suite - Processor Perpetual	22690635	86		FULL USE	1-Dec-23	30-Nov-24	161,649.88
Oracle GoldenGate Foundation Suite - Processor Perpetual	22690635	22		FULL USE	1-Dec-23	30-Nov-24	1,409.73
Oracle GoldenGate - Processor Perpetual	22690635	22		FULL USE	1-Dec-23	30-Nov-24	3,289.38
Oracle Grants - Application User Perpetual	22690635	100		FULL USE	1-Dec-23	30-Nov-24	11,117.38
Oracle Hyperion Financial Close Management - Application User Perpetual	22690635	50		FULL USE	1-Dec-23	30-Nov-24	6,048.63
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter for Financial Management - Application User Perpetual	22690635	25		FULL USE	1-Dec-23	30-Nov-24	362.92
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite - Application User Perpetual	22690635	300		FULL USE	1-Dec-23	30-Nov-24	4,355.00
Oracle Hyperion Financial Data Quality Management, Enterprise Edition - Application User Perpetual	22690635	300		FULL USE	1-Dec-23	30-Nov-24	21,049.22
Oracle Hyperion Financial Management Plus - Application User Perpetual	22690635	25		FULL USE	1-Dec-23	30-Nov-24	3,145.28
Oracle Hyperion Planning Plus - Application User Perpetual	22690635	300		FULL USE	1-Dec-23	30-Nov-24	25,404.24
Oracle Hyperion Project Financial Planning - Application User Perpetual	22690635	300		FULL USE	1-Dec-23	30-Nov-24	14,516.74
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	22690635	300		FULL USE	1-Dec-23	30-Nov-24	14,516.74
Oracle Identity Manager Connector for Generic REST - Connector Perpetual	22690635	3		FULL USE	1-Dec-23	30-Nov-24	1,179.05
Oracle Identity Manager Connector for Generic SCIM - Connector Perpetual	22690635	3		FULL USE	1-Dec-23	30-Nov-24	1,179.05
Oracle Identity Manager Connector for Microsoft Office365 - Connector Perpetual	22690635	3		FULL USE	1-Dec-23	30-Nov-24	1,179.05

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Identity Manager Connector - Oracle E-Business - Connector Perpetual	22690635	3		FULL USE	1-Dec-23	30-Nov-24	1,179.05
Oracle Managed File Transfer - Processor Perpetual	22690635	74		FULL USE	1-Dec-23	30-Nov-24	18,967.37
Oracle Real Application Clusters - Processor Perpetual	22690635	136		FULL USE	1-Dec-23	30-Nov-24	26,725.20
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	22690635	126		FULL USE	1-Dec-23	30-Nov-24	61,900.28
Oracle Tuning Pack - Processor Perpetual	22690635	196		FULL USE	1-Dec-23	30-Nov-24	8,372.98
Oracle Unified Business Process Management Suite - Processor Perpetual	22690635	66		FULL USE	1-Dec-23	30-Nov-24	32,423.96
Oracle User Productivity Kit Professional - Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	29,033.42
Oracle User Productivity Kit Professional - UPK Developer Perpetual	22690635	5		FULL USE	1-Dec-23	30-Nov-24	2,117.02
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	22690635	30		FULL USE	1-Dec-23	30-Nov-24	3,075.80
Oracle WebLogic Suite - Processor Perpetual	22690635	112		FULL USE	1-Dec-23	30-Nov-24	43,061.08

Program Technical Support Fees: USD 920,098.02

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Advanced Benefits - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	17,687.52
Oracle Advanced Collections - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	9,605.31
Oracle Asset Tracking - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	82,977.23
Oracle Compensation Workbench - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	14,566.19

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	20,717.31
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	37,667.82
Oracle Financials - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	86,259.39
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	31,213.26
Oracle Human Resources - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	38,496.34
Oracle Internet Expenses - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	16,008.84
Oracle Inventory Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	22,789.03
Oracle iProcurement - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	22,412.36
Oracle iReceivables - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	10,547.00
Oracle iSupplier Portal for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	22,412.35
Oracle Order Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	25,990.79
Oracle Payroll - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	46,819.89
Oracle Performance Management - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	21,849.28
Oracle Procurement and Spend Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	37,667.83
Oracle Procurement Contracts for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	16,008.84
Oracle Project Analytics - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	37,667.83

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Project Billing for Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	10,170.31
Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	16,008.84
Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	17,515.53
Oracle Self-Service Human Resources - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	8,323.53
Oracle Self-Service Work Requests for Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	14,313.77
Oracle Services Procurement for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	20,528.99
Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	23,919.07
Oracle Supplier Lifecycle Management - Enterprise \$M in Operating Budget Perpetual	22690635	3400		FULL USE	1-Dec-23	30-Nov-24	20,717.31
Oracle Time and Labor - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	22,889.73

Program Technical Support Fees: USD 773,751.49

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Learning Management - Enterprise Employee Perpetual	22690635	24000		FULL USE	1-Dec-23	30-Nov-24	17,340.69

Program Technical Support Fees: USD 17,340.69

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle API Gateway - Processor Perpetual	22690635	16		FULL USE	1-Dec-23	30-Nov-24	7,518.60

Program Technical Support Fees: USD 7,518.60

Total Price: USD 3,387,358.12

Plus applicable tax

NOTES

- If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Cook County represents that Customer has authorized Cook County to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. Cook County agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Cook County agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of Cook County to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services.

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-NMA-428614 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

RENEWAL PROCESSING DETAILS

Please renew the technical support services on this renewal order on [My Support Renewals](#).

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Cook County is a tax exempt organization and is not an U.S. federal government entity, a copy of Cook County's tax exemption certificate must be submitted with Cook County's purchase order, credit card, or other acceptable form of payment.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on My Support Renewals.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

PAYMENT DETAILS

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 19987327
- Total Price: USD 3,387,358.12 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Cook County agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this

renewal order, the check must include the following information:

- Support Service Number: 19987327
- Total Price: USD 3,387,358.12 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Cook County agrees that only the terms of this renewal order and the agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

Checks for technical support services renewed under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- Cook County does not issue purchase orders.
- Cook County does not require a purchase order for the services ordered hereto.

Cook County certifies that the information provided above is accurate and complies with Cook County's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, Cook County agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation will apply.

The signature below affirms Cook County's commitment to pay for the services ordered in accordance with the terms of this renewal order.

Cook County

Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2023.02.22 14:47:47 -06'00'

Authorized Signature

Name

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

ATTACHMENT D

ORACLE TALEO

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	Cook County	Contact	Nicole Riley
Address	ENTERPRISE RESOURCE PLANNING 118 N Clark St Floor 04 Room 442 CHICAGO IL 60602	Phone Number	3126034969
		Email Address	Nicole.Riley@cookcountyil.gov

Renew Subscription Term: 22-Jan-2023 to 21-Jan-2025

Service Period: 24 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B84256 - Oracle Talent Acquisition Cloud Service - Hosted Employee	NORTH AMERICA	24000	24 mo	1.16	665,456.07
B84262 - Additional Test Environment for Oracle Taleo Cloud Service - Test Environment	NORTH AMERICA	1	24 mo	2,500.00	60,000.00
Subtotal					725,456.07

Fee Description	Net Fee
Cloud Services Fees	725,456.07
Net Fees	725,456.07
Total Fees	725,456.07

A. Terms of Your Order

1. Applicable Agreement:

a. US-NMA-428614

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 28-Feb-2023

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer"; "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

2. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

3. Service Specifications and Order Terms

"Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this order, all of which are available at www.oracle.com/contracts; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

4. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

5. Order of Precedence

This order, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this order, the Agreement or other Service Specifications. This order will control over the terms contained in any purchase order.

Cook County	
Signature	Raffi Sarrafian <small>Digitally signed by Raffi Sarrafian Date: 2023.02.22 14:48:42 -06'00'</small>
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Cook County	Customer Name	Cook County
Customer Address	ENTERPRISE RESOURCE PLANNING 118 N Clark St Floor 04 Room 442 CHICAGO IL 60602	Customer Address	ENTERPRISE RESOURCE PLANNING 118 N Clark St Floor 04 Room 442 CHICAGO IL 60602
Contact Name	Nicole Riley	Contact Name	Nicole Riley
Contact Phone	1-3126034969	Contact Phone	3126034969
Contact Email	Nicole.Riley@cookcountyil.gov	Contact Email	Nicole.Riley@cookcountyil.gov

ATTACHMENT E

**ORACLE HYPERION SEVERITY 1
TECHNICAL SUPPORT**



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-14136903

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Cook County Bureau of Technology Your Address: 69 W Washington St, Ste 2700 Chicago,IL,60602
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Oracle Representative:	Andrea Allen	Your Billing Contact:	Derrick Thomas
Address:	1365 N. Scottsdale Rd Scottsdale, AZ 85257	Address:	69 W Washington St, Ste 2700 Chicago,IL,60602
Phone Number:	N/A	Phone Number:	(630) 706-1000
Email Address:	andrea.d.allen@oracle.com	Email Address:	derrick.thomas@cookcountyil.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services Ordered	Part Number	Quantity	Term (Months)	Start Month*	End Month*	Fees	Estimated Expenses
Fixed Scope Services - Exhibit 1 A. Oracle Custom Fixed Scope Service		1	4	1	4	\$63,434.27	\$0.00
Total Fees and Estimated Expenses						\$63,434.27	\$0.00

* Month 1 shall correspond to the period beginning on 27-MAR-2023

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement US-NMA-428614 and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 31-MAR-2023.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned

or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

9. Additional Third-Party Subprocessors:

In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services:

Third-Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

B. ADDITIONAL ORDER TERMS

- When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

<p>Cook County Bureau of Technology</p> <p>Authorized Signature: <u>Raffi Sarrafian</u> <small>Digitally signed by Raffi Sarrafian Date: 2023.02.22 16:11:52 -06'00'</small></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature Date: _____</p> <p>Ordering Document Effective Date: _____</p>	<p>Oracle America, Inc.</p> <p>Authorized Signature: <u>Jake Camarillo</u> <small>DocuSigned by: E9350C4BC21945B...</small></p> <p>Name: <u>Jake Camarillo</u></p> <p>Title: <u>Manager, Deal Management</u></p> <p>Signature Date: <u>21-Feb-2023 2:28 PM PST</u></p> <p>Ordering Document Effective Date: _____ <i>{to be completed by Oracle}</i></p>
--	---

Your Name: Cook County Bureau of Technology
Ordering Document Number: US-14136903
Exhibit Number: 1

- A. Description of Services Ordered. Services ordered by You within the Fixed Scope Services section under the Professional Services Ordered table of Your order (“Services”). The service descriptions applicable to the Services are published in the *Annual, Fixed Scope, and Time and Materials Services Service Descriptions*, that may be accessed at www.oracle.com/contracts, and/or incorporated within this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.
- B. Fees, Expenses, and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced in advance of the commencement of the Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as incurred.
- C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle’s obligation to provide You with the Services under this exhibit terminates on the last day of the Term (“End Date”). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such Services.
- D. Project Management. You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of Services provided to You by Oracle under this exhibit.
- E. Other.

ATTACHMENT F

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: Cloud Services Order CPQ-2770313-1	Date: 22-Jan-15 (effective date of US-NMA-428614)
Total Bid or Proposal Amount: N/A	Contract Title: Oracle Master Agreement US-NMA-428614, Cloud Services Order CPQ-2770313-1
Contractor: Oracle America, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: James Haake	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): james.haake@oracle.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 500 Oracle Parkway	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Redwood City, CA 94065	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 650-506-7000 / 650-506-7200	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): N/A

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Oracle does not anticipate using subcontractors to perform specific scopes of work under Cloud Services Order CPQ-2770313-1	N/A

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.**

Oracle America, Inc.

Contractor

David Simpson

Name

Group Vice President

Title

David Simpson
AA71F8E2A1F4DC

Prime Contractor Signature

21-Dec-2022 | 7:42 AM PST

Date

The Oracle signatory listed above is an authorized representative of Oracle America, Inc. ("Oracle"), and signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation, and the acts or omissions of any acquired companies only after the dates of such legal entity combination between Oracle and such acquired companies, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.



OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY J. QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK J. AGUILAR

16th District

SEAN M. MORRISON

17th District

December 13, 2022

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street,
George W. Dunne Cook County Building, Suite 3000
Chicago, IL 60602

Re: Contract No. 1390-12899 (Amendment No. 8)
Oracle E-Business Suite and Licenses
Human Resource

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has determined a 0% MBE/WBE participation goal was recommended due to lack of availability and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director
JC/ate

Cc: Anna Epps, OCPO
Derrick Thomas, BOT
Carlyn Jean-Simon, BOT

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR 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)** For this Oracle product, Oracle is using our internal Upgrade Center of Excellence to perform the work and provide Enhanced Support
- (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.



Marsh Risk & Insurance Services
Four Embarcadero Center, Ste 1100
San Francisco, CA 94104
415 743 8000 Fax 415 743 8080
www.marsh.com

August 31, 2022

Cook County Government

Subject: Technology Errors and Omissions Coverage

Oracle Corporation and its Subsidiaries

Policy No. FINPB2250026 (Primary), Insurance Company — Lloyd's of London

Policy Period March 31, 2022 to March 31, 2023

To Whom It May Concern:

Please be advised that Beazley Syndicates AFB (Lloyd's of London Underwriter AFB Syndicates 2623/623) has issued an Errors & Omissions insurance policy to Oracle Corporation and its Subsidiaries for the Policy Period March 31, 2022 to March 31, 2023, which provides Professional Liability/Technology Errors & Omissions/Privacy Liability and Cyber Liability to Oracle Corporation and its Subsidiaries on a claims made basis with a limit of \$1,000,000 each claim and in the annual 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.

Beazley 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.

This letter may not be reproduced by you or used for any other purpose without our prior written consent. Thank you.

Sincerely,

Marsh Risk & Insurance Services

Oracle Corporation Subsidiaries

Aconex Ltd, Australia
Aconex UK Ltd
Oracle America Inc. (USA)
Oracle Belgium
Oracle Canada ULC
Oracle Corporation Australia Pty Ltd
Oracle Corporation UK Ltd

Oracle Deutschland BV & Co. KG
Oracle EMEA Ltd. (Ireland)
Oracle France SAS
Oracle Iberica, SRL (Spain)
Oracle Ireland
Oracle Israel Ltd.
Oracle Nederland BV (Netherlands)
Oracle Financial Services Software BV Netherlands
Oracle Financial Services Software, Inc

Oracle New Zealand
Oracle Corp Singapore Ltd.
Oracle UAE
Oracle Italia SRL

ID: 550

**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Oracle America, Inc.

Contract #: 1390-12899 (US-NMA-428614)

Address: 500 Oracle Parkway

City: Redwood City

County: San Mateo

State: CA

Zip: 94065

Phone: 301-646-4567

Email: trinidad.hannold@oracle.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

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

This recertification is being submitted in connection with

Contract Name: Oracle Master Agreement US-NMA-428614, Cloud Services Order CPO-2509801 -1

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all specifications and statements contained in the Applicant/Holder's last submitted EDS dated 08/22/2028 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its adherence to the Code.

See Attachment 1. The signatory listed below is an authorized representative of Oracle America, Inc. and makes these certifications on behalf of Oracle America, Inc. and not in his/her individual capacity.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on: See EDS section and Attachment 1
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on: See EDS section and Attachment 1
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on: See EDS section and Attachment 1
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on: See EDS section and Attachment 1
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on: See EDS section and Attachment 1
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on: See EDS section and Attachment 1

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Oracle America, Inc.

Date: Aug 4, 2022

(Print or type legal name of Applicant/Holder)

Kevin F. Slayne

President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Kevin Slayne

Title of signatory:

GVP, NAA Cloud Renewals

Subscribed and sworn to before me on this 5th day of August, 2022

Notary Public Signature

Brian Sledge Seal





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.

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 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:

- Parent, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepsister, Halfbrother, Halfsister

**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: Oracle America, Inc.

Address of Person Doing Business with the County: 500 Oracle Parkway, Redwood Shores, CA 94065

Phone number of Person Doing Business with the County: 650-506-7000

Email address of Person Doing Business with the County: james.haake@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:

James Haake, Cloud Sales Rep, NACT SLED West Government & Education, james.haake@oracle.com, 630-98-4625

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 proceeding 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: 1390-12899

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 31,799,360.41

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: Anna Epps, Senior Contract Negotiator

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 Thomas, Deputy CIO

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.

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

David Simpson
Signature of Recipient

2 / 7 / 2023
Date

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.

The Oracle signatory listed above is an authorized representative of Oracle America, Inc. ("Oracle"), and signs this form on behalf of Oracle, an not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation, and the acts or omissions of any acquired companies only after the dates of such legal entity combination between Oracle and such acquired companies, and (3) matters which might materially impact Oracle's ability to provide software products, and/or services to Cook County.



**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Oracle America, Inc.

Contract #: 1390-12899 (US-NMA-428614)

Address: 500 Oracle Parkway

City: Redwood City

County: San Mateo

State: CA

Zip: 94065

Phone: 301-646-4567

Email: trinidad.hannold@oracle.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

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

This recertification is being submitted in connection with

Contract Name: Oracle Master Agreement US-NMA-428614, Cloud Services Order CPQ-2509801 - 1

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 09/22/2020 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

See Attachment 1. The signatory listed below is an authorized representative of Oracle America, Inc. and makes these certifications on behalf of Oracle America, Inc. and not in his/her individual capacity.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on: See EDS section and Attachment 1
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on: See EDS section and Attachment 1
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on: See EDS section and Attachment 1
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on: See EDS section and Attachment 1
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on: See EDS section and Attachment 1
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on: See EDS section and Attachment 1

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Oracle America, Inc.

Date: Aug 4, 2022

(Print or type legal name of Applicant/Holder)

Kevin F. Slayne

President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

Kevin Slayne

Title of signatory:

GVP, NAA Cloud Renewals

Subscribed and sworn to before me on this 5th day of August, 2022

Notary Public Signature: Brianne Ellen Hennigan Seal:





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"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**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: Oracle America, Inc.

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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:
Trinidad Hannold, Cloud Renewals Sales Manager, trinidad.hannold@oracle.com, (301) 646-4567

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 proceeding 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: _____

Cloud Services Order CPQ-2509801 under Oracle Master Agreement (US-NMA-428614)

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 97,507.54

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: _____

Anna Epps, Senior Contract Negotiator, 312-603-5818, Anna.Epps@cookcountyl.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: _____

Nicole Riley, Human Resources, 312-603-4969, nicole.riley@cookcountyl.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.

Subject to Attachment 1 to this EDS, 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.

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
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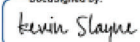
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

DocuSigned by:


 Signature of Recipient

04-Aug-2022 | 2:01 PM PDT

 Date

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.

The Oracle signatory listed above is an authorized representative of Oracle America, Inc. ("Oracle"), and signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

ATTACHMENT 1:

Additional Information in Response to the Economic Disclosure Statement Recertification Affidavit, Economic Disclosure Statement, Identification of Subcontractor/Supplier/Subconsultant Form, and the Familial Relationship Disclosure Provision (collectively "EDS")

Introduction.

The EDS to which this Attachment 1 is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with US-NMA-428614, as amended, effective January 22, 2015, between Cook County, (the "County") and Oracle. Specifically, the EDS to which this Attachment 1 is attached is being submitted by Oracle in connection with the cloud services order CPQ-2509801 - 1 under Oracle Master Agreement US-NMA-428614 (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 representations 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. All responses are provided as of the date this EDS is signed; any required updates shall be provided when the next EDS is requested from Oracle. Any Oracle agreements or representations in the EDS to comply with laws, regulations, codes or County Ordinances (collectively, "laws") are made to the limited 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. All requests for a certification, warranty, or affidavit shall be interpreted as a request for a representation.

Oracle is not submitting this EDS in connection with a bid or proposal and therefore takes exception to all references to proposing or bidding or being a bidder or proposer or submitting a proposal or bid or any variation thereof. Oracle does not intend, nor does Oracle agree that this EDS in any way modifies the terms of the Contract. Notwithstanding anything in the EDS or Oracle's response thereto, Oracle does not, with the submission of this EDS, undertake any responsibilities or obligations to Cook County or any other persons or entities.

Response to EDS Section 2.A:

Oracle cannot make a representation as to whether it's thousands of 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 EDS Section 2.B:

For the purposes of this representation "award of this Contract" shall be read as "contracting with the County."

Response to EDS Section 2.C:

Oracle is a federal Drug Free Workplace employer. It will notify the contracting agency as set forth in 30 ILCS 580/3 clause (d), if and to the extent not in contravention of applicable law or Oracle policies, including laws and policies regarding privacy and security of information, as to all individuals providing services on site under the Contract in Cook County.

Response to EDS Section 2.D:

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

Response to EDS Section 2.G:

Oracle makes the following representation with respect to Section 2.G, as of the date of this representation and to the best of its knowledge and belief, Oracle has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General, as permitted by law, 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 a County related transaction directly related to services to be provided by Oracle.

As of the date of representation, Oracle has reported directly and without any undue delay, as permitted by law, any confirmed fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

Response to EDS Section 2.H:

Oracle makes the following representation with respect to Campaign Contributions (Cook County Code, Chapter 2, Section 2-585): As of the date of this representation, Oracle's employees directly involved in the sale of the products and services covered by the Contract have 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.

Response to EDS Section 2.J:

Section 2.J is not applicable to work currently contemplated under the Contract, which as of the date of signature of this form, includes cloud services. Based on the nature of the work currently contemplated, no Oracle resources are contemplated to be working on-site at any customer locations in Cook County, Illinois.

Response to Cook County Affidavit of Child Support Obligations:

This is not applicable because no natural person owns 25% or more of Oracle America, Inc.

Response to EDS Cook County Disclosure of Ownership Interest Statement:

Oracle America, Inc. is indirectly, wholly-owned subsidiary of Oracle Corporation, a public company. Oracle Corporation’s material subsidiaries are listed in Exhibit 21.01 of its Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission https://www.sec.gov/Archives/edgar/data/1341439/000156459022023675/orcl-10k_20220531.htm

List of all Directors and Officers:

Name	Position(s)
Safra Catz	Director / Chief Executive Officer
Dorian Daley	Director / Executive Vice President / General Counsel
Lawrence J. Ellison	Chief Technology Officer
Douglas Kehring	Executive Vice President
William Corey West	Executive Vice President / Chief Accounting Officer
Gregory Hilbrich	Executive Vice President / Treasurer
Brian S. Higgins	Senior Vice President / Secretary
Sangita Mata	Assistant Treasurer
Lisa Hickman-Lott	Vice President, Tax
Vincent Grelli	Vice President, Tax
Jacklyn Park	Assistant Secretary
Kimberly Woolley	Assistant Secretary
Edward Screven	Chief Corporate Architect

Lawrence J. Ellison beneficially owns 43% of Oracle Corporation. All other directors and officers own less than 1% of Oracle Corporation.

The address of all above officers and directors is the following:
500 Oracle Parkway
Redwood Shores, CA 94065

Oracle America, Inc. has provided the information in this section to the best of its knowledge and belief as of the date of submission.

Response to Familial Relationship Disclosure Form:

Oracle America, Inc. ("Oracle") is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders, and collectively Oracle and Oracle Corporation have thousands of employees. Oracle limits the scope of its response to itself, the officers and directors (as defined in Section 16 of the U.S. Securities and Exchange Act of 1934) of Oracle Corporation, and/or the Oracle employees directly involved in this Contract.

Oracle does not track, and has no practical 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" (including any officers or directors set forth above, and any Oracle employees who execute business documents related to the County on behalf of Oracle, or who are directly engaged in contractual work with the County) and any Cook County employee or person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County; nor can Oracle make a representation as to whether it's thousands of employees have any such "Familial relationships". However, all Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including familial relationships.

CERTIFICATE OF ASSISTANT SECRETARY
OF
ORACLE AMERICA, INC.

9 July 2021

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 Document Signing Authority (the “DSA”) of the Corporation was duly adopted by its Board of Directors, and the DSA is currently in full force and effect.
2. Elizabeth Hwang currently serves as a Director North America Deal Management (M4) of the Corporation.
3. Elizabeth Hwang is empowered to execute any or all of the documents specified below in Exhibit A for, and in the name of, and on behalf of the Corporation.

IN WITNESS WHEREOF, I have executed this Certificate on this 9th day of July 2021.

DocuSigned by:
Kimberly Woolley

Name: Kimberly Woolley
Assistant Secretary

EXHIBIT A

3.C	DOCUMENT	DOLLAR VALUE	SIGNING AUTHORITY
a	Commercial Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount (all lines of business)	... <ul style="list-style-type: none"> • Schedule E, (Deal Management)

3.D	DOCUMENT	SIGNING AUTHORITY
a	Standard Confidentiality or Non-Disclosure Agreement which relates to a Commercial Revenue Generating Document.	... <ul style="list-style-type: none"> • Schedule L, (Deal Management)
b	Non-Standard Confidentiality or Non-Disclosure Agreement which relates to a Commercial Revenue Generating Document.	... <ul style="list-style-type: none"> • Schedule L, (Deal Management)
c	Standard assignment and change of name documents	... <ul style="list-style-type: none"> • Schedule L, (Deal Management)
d	Non-Standard assignment, change of name, and novation documents.	... <ul style="list-style-type: none"> • Schedule L, (Deal Management)
f	Proposals to prospective and existing customers, including tenders, referencing Oracle Standard terms.	... <ul style="list-style-type: none"> • Schedule F, (Deal Management)
g	Proposals to prospective and existing customers, including tenders, referencing Non-Standard terms.	... <ul style="list-style-type: none"> • Schedule F, (Deal Management)
h	Standard trial agreements	... <ul style="list-style-type: none"> • Schedule F, (Deal Management)
i	Non-Standard trial agreements	... <ul style="list-style-type: none"> • Schedule F, (Deal Management)

l	Partner certificates, manufacturer authorization forms, any similar type documents	... • Schedule G, (Deal Management)
m	Electronic Commerce Agreements (ECA) on behalf of Oracle Local related to customers submitting orders electronically.	... • Schedule F, (Deal Management)
n	Standard publication rights agreements	... • Schedule F, (Deal Management)
o	Non-standard publication rights agreements	... • Schedule F, (Deal Management)

3.E	DOCUMENT	DOLLAR VALUE	SIGNING AUTHORITY
a	Public Sector Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount (all lines of business)	... • Schedule E, (Deal Management)
b	Public Sector Revenue Generating Documents This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	For contracts up to \$3,000,000 (all lines of business)	... • Schedule I, (Deal Management)
h	Standard Services Revenue Generating Document for the provision of Oracle consulting services to a Public Sector Customer on a time and materials basis, provided that: (i) such agreements do not materially affect other organizations of Oracle Local; (ii) the duration of the projects specified does not exceed thirty (30) person-days of services; (iii) the scope of the services specified does not involve Oracle Applications or Custom Development;	Equal to or less than \$50,000	... • Schedule F (line of business relevant to the particular matter)

	This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local's standard escrow provisions, or (iii) that have any terms that require approval of the Chief Executive Officer.		
j	Revenue Generating Documents in respect of acquired company products where such acquired company has reached local legal entity combination, but has not yet reached local systems integration.	For contracts up to \$100,000	... • Schedule F, Deal Management ...
k	Revenue Generating Documents in respect of acquired company products where such acquired company has reached local legal entity combination, but has not yet reached local systems integration. This authority does not extend to signing agreements for disclosure of source code, except for Oracle Local standard or HQAPP approved escrow provisions.	Any amount	... • Schedule F, Deal Management

3.F	DOCUMENT	SIGNING AUTHORITY
a	Standard Confidentiality or Non-Disclosure Agreement which relates to a Public Sector Revenue Generating Document.	... Schedule K (Deal Management) ...
b	Non-Standard Confidentiality or Non-Disclosure Agreement which relates to a Public Sector Revenue Generating Document.	... Schedule K (Deal Management) ...
c	Standard assignment and change of name documents in respect of a Public Sector Customer	... Schedule K (Deal Management)
d	Non-Standard assignment, change of name, and novation documents in respect of a Public Sector Customer.	... Schedule K (Deal Management) ...
f	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Oracle Standard terms.	... Schedule F (Deal Management) ...

g	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Oracle Standard terms, relating to bids up to \$50,000.	... Schedule F (Deal Management) ...
h	Proposals to prospective and existing Public Sector Customers, including tenders, referencing Non-Standard terms, or referencing Oracle Standard terms relating to bids over \$50,000	... Schedule F (Deal Management)
i	Standard trial agreements in respect of a Public Sector Customer	... Schedule F (Deal Management)
j	Non-Standard trial agreements in respect of a Public Sector Customer	... Schedule F (Deal Management)
m	Electronic Commerce Agreements (ECA) on behalf of Oracle Local related to customers submitting orders electronically.	... Schedule F (Deal Management)
n	Standard publication rights agreements in respect of a Public Sector Customer	... Schedule F (Deal Management) ...
o	Non-standard publication rights agreements in respect of a Public Sector Customer	... Schedule F (Deal Management) ...

...

E. SCHEDULE E

Independent Contributor 5 (IC5) level and above, or Director (M4) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

F. SCHEDULE F

Independent Contributor 4 (IC4) level and above, or Senior Manager (M3) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

G. SCHEDULE G

Independent Contributor 3 (IC3) level and above, or Manager (M2) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

I. SCHEDULE I

Manager (M2) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

K. SCHEDULE K

Manager (M1) level and above, for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

L. SCHEDULE L

Independent Contributor 2 (IC2) level and above, or Manager (M1) level and above for the detailed line of business within Oracle Local, present in the Oracle Local country when signing (including via DocuSign).

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 sub-paragraphs (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.

See Attachment 1 to this EDS.

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
None	
_____	_____
_____	_____
_____	_____

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: _____

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: _____

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): DEERFI102, Chicago - Deerfield 1405

1405 Lake Cook Road, Deerfield , IL 60015

04-05-101-010, 04-05-200-008

(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.

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. **County reserves the right to request additional information to verify the veracity of information contained in this statement.**

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 # Only: 94-2805249

Street Address: 500 Oracle Parkway

City: Redwood City State: CA Zip Code: 94065

Phone No.: (650) 506 - 7000 Fax Number: (650) 506 - 7200 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? [X] 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
See Attachment 1 to this EDS.			

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.

DANIEL A. KEENE
Name of Authorized Applicant/Holder Representative (please print or type)

Daniel Keene
Signature

DANIEL.KEENE@ORACLE.COM
E-mail address

General Manager, State/Local Gov't
Title

9/22/2020
Date

(703) 869-6818
Phone Number

Subscribed to and sworn before me this 22 day of Sept, 2020

X *Janet Annette Melton*
Notary Public Signature



Notary Seal



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 |

**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: Oracle America, Inc.

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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:
Guy Borda, Cloud Renewal Sales Representative, guy.borda@oracle.com, (703) 625 - 1910

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: _____

Cloud Services order CPQ-1757818-1 under Oracle Master Agreement (US-NMA-428614)

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 693,767.69

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: _____

Jorge Robles, Senior Contract Negotiator, (312) 603- 6828 , Jorge.Robles2@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: _____

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.

Subject to Attachment 1 to this EDS, 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.

**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:**

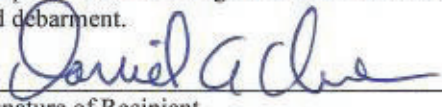
Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____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

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

9/22/2020
Date

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.

The Oracle signatory listed above is an authorized representative of Oracle America, Inc. ("Oracle"), and signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

SECTION 4

COOK COUNTY FORM 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 individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

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:

Contract Number: Oracle Master Agreement US-NMA-428614, Cloud Services Order CPQ-1757818-1

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Oracle America, Inc.

Substantial Owner Complete Name: _____

FEIN# 94-2805249

Date of Birth: _____ E-mail address: _____

Street Address: 500 Oracle Parkway

City: Redwood City State: CA Zip: 94065

Home Phone: (____) _____

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 of 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 certifies that all statements contained in the Affidavit Form are true, accurate and complete.

Signature: *Daniel A Keene*

Date: 9/22/2020

Name of Person signing (Print): DANIEL A KEENE

Title: General Manager, Steel Local

Subscribed and sworn to before me this 22 day of September, 2020

X *Janet Annette Melton*
Notary Public Signature



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

The Oracle signatory above is an authorized representative of Oracle America, Inc. ("Oracle"), and signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

The Oracle signatory below is an authorized representative of Oracle America, Inc. (Attachment B) who signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

CONTRACT NO. 1390-12899

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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. See Attachment 1 to this EDS.

Execution by Corporation

Oracle America, Inc.
Corporation's Name
(703) 869-6818
Telephone
Dawla A. Keene
Secretary Signature

DANIEL A. KEENE Dawla A. Keene
Vice President's Printed Name and Signature
DANIEL.KEENE@ORACLE.COM
Email
9/22/2020
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date

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

Execution by Sole Proprietorship

Printed Name Signature
Date

Assumed Name (if applicable)
Telephone and Email

Subscribed and sworn to before me this
22 day of Sept, 2020
Dawla A. Keene
Notary Public Signature

July 31, 2021
My commission expires: ~~July 31, 2021~~ ^{October 6, 2021}
JANE WANNETTE MELTON
Notary Public
Commonwealth of Virginia
Registration No. 7273046
My Commission Expires Jul 31, 2021
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.

The Oracle signatory below is an authorized representative of Oracle America, Inc. (Attachment B) who has signed this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

CONTRACT NO. 1390-12899

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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. See Attachment 1 to this EDS.

Execution by Corporation

Oracle America, Inc.
Corporation's Name
(703) 869-6818
Telephone
Secretary Signature

DANIEL A. KOENE *Daniel A. Koene*
Vice President's Printed Name and Signature
DANIEL.KOENE@ORACLE.COM
Email
9-22-2020
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date

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

Execution by Sole Proprietorship

Printed Name Signature
Date

Assumed Name (if applicable)
Telephone and Email

Subscribed and sworn to before me this
22 day of Sept, 2020
Janet Annette Melton
Notary Public Signature

July 31, 2021
My commission expires:
JANET ANNETTE MELTON
Notary Public
Commonwealth of Virginia
Registration No. 7273046
My Commission Expires Jul 31, 2021
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.

The Oracle signatory below is an authorized representative of Oracle America, Inc. (Attachment B) who signs this form on behalf of Oracle, and not in their individual capacity. Oracle's responses in this EDS are limited to: (1) the best of Oracle's knowledge as of the date this statement is signed, (2) Oracle, its parent Oracle Corporation and the acts or omissions of any acquired companies only after the date of the acquisition, and (3) matters which might materially impact Oracle's ability to provide software, products, and/or services to Cook County.

CONTRACT NO. 1390-12899

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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. See Attachment 1 to this EDS.

Execution by Corporation

Oracle America, Inc.
Corporation's Name
(703) 869-6818
Telephone
Secretary Signature

DANIEL A. KEENE
Vice President's Printed Name and Signature
DANIEL A. KEENE@ORACLE.COM
Email
9-22-2020
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date

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

Execution by Sole Proprietorship

Printed Name Signature
Date

Assumed Name (if applicable)
Telephone and Email

Subscribed and sworn to before me this
22 day of Sept, 2020
Notary Public Signature

My commission expires: July 31, 2021
JANET ANNETTE MELTON
Notary Public
Commonwealth of Virginia
Registration No. 7273046
My Commission Expires Jul 31, 2021
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.

ATTACHMENT 1:
Additional Information in Response to the
Economic Disclosure Statement Recertification Affidavit, Economic Disclosure Statement and
Execution Document, and Identification of
Subcontractor/Supplier/Subconsultant Form (collectively "EDS")

Introduction.

The EDS to which this Attachment 1 is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with US-NMA-428614, as amended, effective January 22, 2015, between Cook County, (the "County") and Oracle. Specifically, the EDS to which this Attachment 1 is attached is being submitted by Oracle in connection with the cloud services order CPQ-1757818-1 under Oracle Master Agreement US-NMA-428614 (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 representations 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. All responses are provided as of the date this EDS is signed; any required updates shall be provided when the next EDS is requested from Oracle. Any Oracle agreements or representations in the EDS to comply with laws, regulations, codes or County Ordinances (collectively, "laws") are made to the limited 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. All requests for a certification, warranty, or affidavit shall be interpreted as a request for a representation.

Oracle is not submitting this EDS in connection with a bid or proposal and therefore takes exception to all references to proposing or bidding or being a bidder or proposer or submitting a proposal or bid or any variation thereof. Oracle does not intend, nor does Oracle agree that this EDS in any way modifies the terms of the Contract. Notwithstanding anything in the EDS or Oracle's response thereto, Oracle does not, with the submission of this EDS, undertake any responsibilities or obligations to Cook County or any other persons or entities.

Response to EDS Section 2.A:

Oracle cannot make a representation as to whether it's approximately 130,000 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 EDS Section 2.B:

For the purposes of this representation "award of this Contract" shall be read as "contracting with the County."

Response to EDS Section 2.C:

Oracle is a federal Drug Free Workplace employer. It will notify the contracting agency as set forth in 30 ILCS 580/3 clause (d), if and to the extent not in contravention of applicable law or Oracle policies, including laws and policies regarding privacy and security of information, as to all individuals providing services on site under the Contract in Cook County.

Response to EDS Section 2.D:

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

Response to EDS Section 2.F:

Oracle will comply with 775 ILCS 5/2-105(A), with one clarifying point. Oracle's nationwide Sexual Harassment Policy does not provide IDHR contact details, but Oracle posts state posters in its common areas (kitchen and mailrooms) contain state-related policies and agency contact information.

Response to EDS Section 2.G:

Oracle makes the following representation with respect to Section 2.G, as of the date of this representation and to the best of its knowledge and belief, Oracle has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General, as permitted by law, 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 a County related transaction directly related to services to be provided by Oracle.

As of the date of representation, Oracle has reported directly and without any undue delay, as permitted by law, any confirmed fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

Response to EDS Section 2.H:

Oracle makes the following representation with respect to Campaign Contributions (Cook County Code, Chapter 2, Section 2-585): As of the date of this representation, Oracle's employees directly involved in the sale of the products and services covered by the Contract have 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.

Response to EDS Section 2.J:

Section 2.J is not applicable to work currently contemplated under the Contract, which as of the date of signature of this form, includes cloud services. Based on the nature of the work currently contemplated, no Oracle resources are contemplated to be working on-site at any customer locations in Cook County, Illinois.

Response to Cook County Affidavit of Child Support Obligations:

This is not applicable because no natural person owns 25% or more of Oracle America, Inc.

Response to EDS Cook County Disclosure of Ownership Interest Statement:

Oracle America, Inc. is indirectly, wholly-owned subsidiary of Oracle Corporation, a public company. Oracle Corporation's material subsidiaries are listed in Exhibit 21.01 of its Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (https://www.sec.gov/Archives/edgar/data/1341439/000156459019023119/orcl-ex2101_6.htm).

List of all Directors and Officers:

Name	Position(s)
Safra Catz	Director / Chief Executive Officer
Dorian Daley	Director / Executive Vice President / General Counsel
Lawrence Ellison	Chief Technology Officer
Douglas Kehring	Executive Vice President
William Corey West	Executive Vice President / Corporate Controller / Chief Accounting Officer
Gregory Hilbrich	Executive Vice President / Treasurer
Brian S. Higgins	Vice President / Secretary
Edward Paterson	Vice President / Assistant Treasurer
Lisa Hickman-Lott	Vice President, Tax
Margaret Lukes	Vice President, Tax
Jacklyn Park	Assistant Secretary
Kimberly Woolley	Assistant Secretary
Edward Screven	Chief Corporate Architect

Lawrence J. Ellison beneficially owns 36.2% of Oracle Corporation. All other directors and officers own less than 1% of Oracle Corporation.

The address of all above officers and directors is the following:

500 Oracle Parkway
Redwood Shores, CA 94065

Oracle America, Inc. has provided the information in this section to the best of its knowledge and belief as of the date of signature of this Attachment 1.

Response to Familial Relationships Disclosure Form:

Oracle America, Inc. ("Oracle") is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders, and collectively Oracle and Oracle Corporation have more than 130,000 employees. Oracle limits the scope of its response to itself, the officers and directors (as defined in Section 16 of the U.S. Securities and Exchange Act of 1934) of Oracle Corporation, and/or the Oracle employees directly involved in this Contract.

Oracle does not track, and has no practical 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" (including any officers or directors set forth above, and any Oracle employees who execute business documents related to the County on behalf of Oracle, or who are directly engaged in contractual work with the County) and any Cook County employee or person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County; nor can Oracle make a representation as to whether it's more than 130,000 employees have any such "Familial relationships". However, all Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including familial relationships.

Representation:

Oracle would clarify each representation in the EDS and would modify, by deleting and replacing the first paragraph of Section 5 of the EDS, to read as follows: The Oracle signatory is an authorized representative of Oracle and signs this form on behalf of Oracle and not in his/her individual

capacity. Oracle has provided the information required in this EDS to the best of its knowledge and belief as of the date of signature.