

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET

FOR NCRB USE ONLY	
Date	<u>6-20-13</u>
Recommend Approval	<input type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote = Yes	

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Oracle America, Inc. for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: 80032, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Attach List).

Pre-Assigned Specification No.: 115758

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: _____

Specification #: _____ Contract or Program Description: _____

Modification #: _____ (Attach List, if multiple)

<u>Loel Blameuser</u>	<u>746.9421</u>		<u>OEMC</u>	<u>5/28/13</u>
Originator Name (mm/dd/yr)	Telephone	Signature	Department	Date

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status

In 1995, Chicago Police Department (CPD) began working with Oracle Corporation to design a comprehensive Criminal History Records Information System (CHRIS). The goal of the project was to create a single relational data center which would serve all of CPD's electronic data entry and storage needs. With the assistance of Oracle, CPD created CLEAR. The overall objective of the CLEAR system was to create a single repository for the storage and query of criminal history record information and images for the City of Chicago and surrounding communities. CLEAR was built upon the foundation of CHRIS. Oracle has been the single vendor supporting CPD's CLEAR system since its deployment in April 2000. Oracle's technical documentation and knowledge of CLEAR are vital to the successful implementation of the COPS Technology initiative.

Since 1995, the Oracle Corporation has been the single consulting resource to work with CPD in the development and implementation of our computerized systems and all subsequent modules.

Oracle has been the CPD development partner in the design, development, and maintenance of the CLEAR system since its inception. Oracle has played an integral role in developing the integrated enterprise data model as well as the core functionality of the CLEAR system which will be used as the basis for the COPS Technology grant regional CLEAR model. The Oracle team has extensive experience with all the facets of the CLEAR system and has gained significant knowledge of the business and technical complexities of the system. Oracle has been the exclusive vendor of the database system that will continue to be expanded to become the multiregional hub as defined in the COPS Technology initiative. All of the regional CLEAR components included in the initiative require an extensive knowledge of the existing CLEAR applications, the integrated enterprise data model and the extracts and load processes

that Oracle consultants currently possess. The CLEAR system is built solely on the Oracle Technology platform.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

We are seeking a new contract for twelve (12) months (June 1, 2013 through May 31, 2014) with no contract extension options with Oracle. The existing Consulting Services for Enhancement of Chicago Police Department Systems, contract PO#2490 is to expire on May 29th, 2013.

This request is for a new contract but for the continuation of services under the existing platform with Oracle. A new initiative has begun for all City departments. It is to migrate to an Oracle hosted environment which will save on hardware costs for City agencies. A new contract will be needed to continue with this initiative. Over the last year Oracle has been working under a one year contract which was awarded as sole source and is due to expire on May 29th, 2013.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

This CLEAR system contract is exclusive due to the nature of OEMC and CPD's platform designed by Oracle based off prominent law enforcement agencies. The CLEAR project has been researched by several prominent law enforcement agencies across the country as the information systems integration model. As each new component of CLEAR is developed and/or enhanced, the need for a comprehensive understanding of the full CLEAR structure and functionality becomes increasingly critical. A lack of knowledge of this system poses a substantial risk to the development process. More importantly, a lack of knowledge of this system could result in a final product that degrades the effectiveness, efficiency, and reliability of the overall CLEAR system.

Oracle is the only vendor with thorough understanding of the development tools, specific knowledge of the CLEAR database, and training and experience required to implement the COPS Technology initiative. Oracle has been the exclusive vendor of the database system that will continue to be expanded to become the multiregional hub as defined in the COPS Technology initiative.

Therefore, we are requesting the continuation of contracting with Oracle as the sole, economically feasible source vendor to ensure timely completion of the initiatives.

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

The CLEAR project has been researched by several prominent law enforcement agencies across the country as the information systems integration model. As each new component of CLEAR is developed and/or enhanced, the need for a comprehensive understanding of the full CLEAR structure and functionality becomes increasingly critical. A lack of knowledge of this system poses a substantial risk to the development process. More importantly, a lack of knowledge of this system could result in a final product that degrades the effectiveness, efficiency, and reliability of the overall CLEAR system.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This is a new contract but the continuation of services under the existing platform. A new initiative has begun for all City departments it is to migrate to an Oracle hosted environment which will save on hardware costs for City agencies. A new contract will be needed to continue with this initiative. Unless a new platform becomes available in the competitive industry, the City will have to continue seeking a sole source contract.

6. Explain whether or not future competitive bidding is possible. If not, why not?

Oracle has been the only vendor with thorough understanding and proven experience in the development of tools, specific knowledge of the CLEAR database, and training and experience required to implement the COPS Technology initiative.

Therefore, we are requesting the approval with Oracle as the sole economically feasible source vendor to ensure timely completion of the initiatives.

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

The estimated yearly cost is \$1 million for the contract term of twelve (12) months with no contract extension options.

This contract will be funded through Grant monies. The twelve (12) months will be funded with USAI 2011 monies. There after various available and applicable Grant monies.

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

The estimated yearly cost is \$1 million for the contract term of twelve (12) months with no contract extension options.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

The costs are based on specifications outlined in the current services provided by Oracle and forecasting for platform migration. We are including the service quote from Oracle.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors, which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City, which may be achieved.

Oracle has been the CPD development partner for the conception of this system in the design, development, and maintenance of the CLEAR system since its inception. Oracle has played an integral role in developing the integrated enterprise data model as well as the core functionality of the CLEAR system which will be used as the basis for the COPS Technology grant regional CLEAR model.

The savings to the City will be measured both in dollars, expertise and time. Oracle is the only vendor that provides the CLEAR system, and can manage the system as it migrates to an Oracle hosted platform. The CLEAR system is a single repository for the storage and query of criminal history record information and images for the City of Chicago and surrounding communities. This enhances the work and mission of the Chicago Police Department and is critical to public safety.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

Oracle's quote is representative of the time and materials for the support services, consulting services and maintenance of the existing system. Oracle provided their best offer for these services to the OEMC.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The Department of Police continues CLEAR enhancements funded by various grant and corporate budget funding. Oracle was named in the Urban Area Security Initiative (UASI) and National Institute of Justice (NIJ) Predictive Policing Grants as the technology provider that have been approved for over \$ 1 million.

The continuation of this contract with Oracle will permit the MCR (Mobile Crash Reporting) Crash Data Integration Project which was started in 2010 and funded by Chicago Department of Transportation (CDOT). The funds received from IDOT are in process so this project and application can proceed, with over \$500 thousand expended and over \$500 thousand available. The completion of this project will be a universal crash report tool used by CPD which will allow for more accurate and timely reporting of traffic crash information to the State of Illinois and CDOT as well as elimination of data entry. This project will be used as a stepping stone to develop an integrated first responder reporting application which will provide the responder with everything needed to report in one application, using Oracle as the sole source will streamline costs and eliminate production delays.

Oracle has developed multiple Business Intelligence dashboards for various CPD functions, such as arrests, crimes, homicides, high school, and performance recognition system and trouble buildings. The City of Chicago is moving to a hosted environment to consolidate applications and have a more optimized operating environment in terms of cost. Migration of the dashboard applications from CPD's internal hosted environment to the centralized hosted environment will be a critical and voluminous task. Oracle has extensive institutional knowledge of the backend data systems, the middle-tier applications and the front-end dashboards. Such knowledge and skill is necessary to migrate all the dashboards to the new environment.

The awarding of these Grants and the approval of using Oracle as the sole source for technology provider for the NIJ Predictive Policing Grants show the need for a new Oracle contract the current Oracle contract is due to expire on May 29th, 2013.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead-time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule

Not Applicable

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Services performed are consulting services on a Time and Materials basis for development and support services. This includes maintenance and additional technical assistance as required by CPD's Project Manager.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

This is not possible. Oracle is the only company to provide the CLEAR system and the current contract is expiring May 29th, 2013. The City of Chicago is moving to a hosted environment to consolidate applications and have a more optimized operating environment in terms of cost. Migration of the dashboard applications from CPD's internal hosted environment to the centralized hosted environment will be a critical and voluminous task. Oracle has extensive institutional knowledge of the backend data systems, the middle-tier applications and the front-end dashboards. Such knowledge and skill is necessary to migrate all the dashboards to the new environment.

Any delay in awarding this contract puts public safety at high risk and could jeopardize the City's migration timeline.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise,

qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form

Not applicable.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Since 1995, the Oracle Corporation has been the single consulting resource to work with CPD in the development and implementation of our computerized systems and all subsequent modules.

The Oracle team has extensive experience with all the facets of the CLEAR system and has gained significant knowledge of the business and technical complexities of the system. Oracle has been the exclusive vendor of the database system that will continue to be expanded to become the multiregional hub as defined in the COPS Technology initiative. All of the regional CLEAR components included in the initiative require an extensive knowledge of the existing CLEAR applications, the integrated enterprise data model and the extracts and load processes that Oracle consultants currently possess. The CLEAR system is built solely on the Oracle Technology platform.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

As stated before, for over 15 years, the Oracle Corporation has been the single consulting resource to work with CPD in the development and implementation of our computerized systems and all subsequent modules.

The Oracle team has extensive experience with all the facets of the CLEAR system and has gained significant knowledge of the business and technical complexities of the system. Oracle has been the exclusive vendor of the database system that will continue to be expanded to become the multiregional hub as defined in the COPS Technology initiative. All of the regional CLEAR components included in the initiative require an extensive knowledge of the existing CLEAR applications, the integrated enterprise data model and the extracts and load processes that Oracle consultants currently possess. The CLEAR system is built solely on the Oracle Technology platform.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature, which is vital to the job?

Oracle developed and designed the comprehensive Criminal History Records Information System (CHRIS). Oracle has exclusive patent rights for this system. The Oracle team has extensive experience with all the facets of the CLEAR system and has gained significant knowledge of the business and technical complexities of the system.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

Oracle has the history of this project and the expertise to continue providing mission critical services.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

See No #4

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Competition is precluded because of the CLEAR system technical data, proprietary and unique capability of Oracle.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer

No other firm can and should provide these services. The CLEAR system technical data is proprietary and unique capability of Oracle.

OTHER

APPROVED BY:


6-17-2013
DEPARTMENT HEAD OR DESIGNEE DATE

Gary W. Schenkel

 JUN 27 2013
BOARD CHAIRPERSON DATE

Rich Butler

PRINT NAME


CHIEF PROCUREMENT OFFICER

PRINT NAME

JUN 27 2013
DATE OF APPROVAL


6/27/13

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors, which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City, which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead-time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature, which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and

Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

DPS PROJECT CHECKLIST GRANT FUNDED

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: March 20, 2013	Need by (estimated date): June 1, 2013	
Requisition No.: 79525	Contact Person:	Project Manager:
Specification No.: 115758	Lorel Blameuser	Jonathan Lewin
PO No.: (if known)	Telephone: 6.9421	Telephone: 6.9283
Modification No.: (if known)	Fax: 6-9120	Fax:
Previous PO No.: (if known) 24900	Email: Lorel.Blameuser@cityofchicago.org	Email: Jonathan.Lewin@chicagopolice.org

Project Description: Consulting Services for Enhancement of Chicago Police Department (CPD) CLEAR Systems , New Sole Source Contract

Funding:

City:	<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input checked="" type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

Project	Task	Type	DOLLAR AMOUNT
P05820101215	582705.11HJZ3A.0400.0000	220400	\$1,000,000.00

Term Estimated Value \$1,000,000.00

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: December 31, 2013 (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input checked="" type="checkbox"/> Special Approvals- ITGB Form	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: June 1, 2013 through May 31, 2014

** Requested Term (Number of Months): 12 months

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management: Yes No
Will services be performed within 50 feet of CTA train or other railroad property? Yes No
Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. Category Description:
For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:
Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No
Will work be performed within 50 feet of CTA or ATS structure or property? Yes No
Will work be performed airside? Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted
*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No

If Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of MBE/WBE/DBE Analysis Form
Is this a Revenue Producing contract?

- Yes No
- Yes No

If Modification request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

- Current Insurance Requirements prepared/approved by Risk Management:
- Will services be performed within 50 feet of CTA train or other railroad property?
- Will services be performed on or near a waterway?

- Yes No
- Yes No
- Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

- Yes No

If Modification request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

- Is this a Request for Information (RFI)?
- Is this a Request for Qualifications (RFQ)?
- Is this a Request for Proposal (RFP)?

- Yes No
- Yes No
- Yes No
- Yes* No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name: PO#

Attach a narrative explaining the consulting services and deliverables provided.

Is this a Non-Competitive Procurement?

- Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board. See Attached

Is this a request for Individual Contract Services?

- Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a Revenue Producing contract?

- Yes No

Does this request involve the purchase of Software?

- Yes* No

*If yes, is City required to sign a software license?

- Yes*

No

DPS PROJECT CHECKLIST

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Non Competitive Vendor Information:

Contractor's Name: **Oracle America, Inc.**

Contractor's Address: **Willis Tower 233 South Wacker Drive, Suite 4500 Chicago, IL 60606**

Contractor's e-mail Address: **ranga.shyam@oracle.com**

Contractor's Phone Number: **630-251-7364**

Contractor's Contact Person: **Ranga Shyam**

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer, or Dealer, or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing Contract?

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

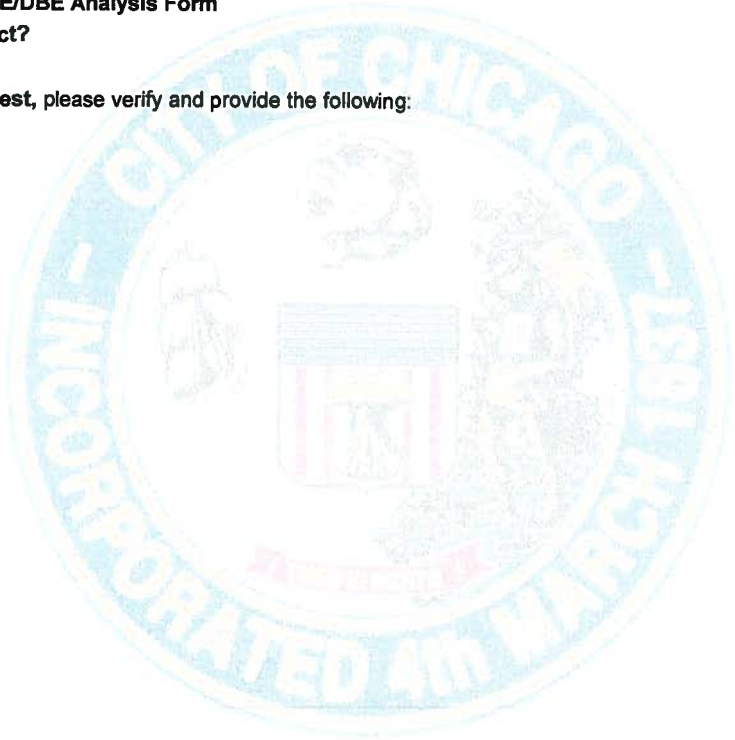
Yes No

Is this a Revenue Producing contract?

Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:






OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Reference No.: 13 - 00117

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Gary W. Schenkel, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: April 2, 2013

RE: New Sole Source Agreement: Oracle America, Inc.
Consulting Services for Enhancement of CPD/CLEAR Systems
Requisition No. 79525
Specification No. 115758

The Office of Emergency Management and Communications (OEMC) respectfully submits the attached packet for consideration and presentation to the Non-Competitive Review Board (NCRB) on Tuesday, May 7, 2013. The OEMC is requesting the NCRB to review and approve a new maintenance contract with Oracle America, Inc. Oracle America, Inc. will provide maintenance for the Chicago Police Department's (CPDs) CLEAR Systems. The CPD CLEAR Systems is for the maintenance and continuation to continue to develop and enhance the Citizen and Law Enforcement Analysis and Reporting (CLEAR) System for the Chicago Police Department (CPD).

HISTORY

Since 1995, the Oracle Corporation has been the single consulting resource to work with CPD in the development and implementation of our computerized systems and all subsequent modules.

Oracle has been the CPD's development partner in the design, development, and maintenance of the CLEAR System since its inception. Oracle has played an integral role in developing the integrated enterprise data model, as well as the core functionality of the CLEAR System, which will be used as the basis for the COPS Technology Grant Regional CLEAR Model. The Oracle team has extensive experience with all of the facets of the CLEAR System and has gained significant knowledge of the business and technical complexities of the system. Oracle has been the exclusive vendor of the database system that will continue to be expanded to become the multi-



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

regional hub as defined in the COPS Technology initiative. All of the regional CLEAR components included in the initiative require an extensive knowledge of the existing CLEAR applications, the integrated enterprise data model and the extracts and load processes that Oracle consultants currently possess. The CLEAR System is built solely on the Oracle Technology platform.

A new initiative has begun for all City Departments to migrate to an Oracle hosted environment which will save on hardware costs for City Agencies. The continuation of services is required through the issuance of a new contract for this initiative. Over the last year, Oracle has been working under a one (1) year contract, which was awarded as sole source and is due to expire on May 31, 2013.

CRITICAL NEED FOR NEW AGREEMENT

This is a very important contract for the public safety of the citizens of Chicago and the Chicago Police Department. The CLEAR System was created as a single repository for the storage and query of criminal history record information and images for the City of Chicago and surrounding communities. Oracle is the developer and creator that has the working experience and knows the system and can provide these services.

MONTHLY SERVICE FEES

The yearly maintenance fee is \$1,000,000.00. This consulting service includes assisting CPD in the design and development of the CLEAR System and other maintenance activities and provides additional technical assistance.

The OEMC is requesting a twelve (12) month contract, with no contract extension options. The total anticipated costs will be \$1,000,000.00 for the year.

MBE/WBE STATED GOALS

Oracle has committed to fulfilling a goal of 25% Minority Business Enterprise and 5% Women's Business Enterprise. The OEMC accepts the full commitment of these goals.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

- 1) Justification for Non-Competitive Procurement
- 2) DPS Project Checklist
- 3) Requisition 79525
- 4) Signed Statement of Work from OEMC that includes:
 - a. Procurement History
 - b. Estimated Cost and Term of the Contract
 - c. Schedule Requirements
 - d. Unique Capabilities
- 5) Oracle's Minority and Women Business Enterprise Goals
- 6) Oracle Quote
- 7) Certificate of Filing for EDS
- 8) Oracle's Insurance Document



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

9) ITGB Presentation from DOIT

The following individuals will present to the Non-Competitive Review Board:

- ✓ Frank Lindbloom, Managing Deputy Director
- ✓ Jonathan Lewin, Managing Deputy Director PSIT/CPD
- ✓ Lorel Blameuser, Contracts Coordinator
- ✓ Rosemary McDonnell, Grants Research Specialist

If you have any questions, please contact Lorel Blameuser at (312)746-9421. Thank you for your assistance.

cc: Richard Butler, DPS
John O'Brien, DPS
Frank Lindbloom, OEMC Administration
Jonathan Lewin, OEMC Public Safety Information Technology
James Carroll, OEMC Finance
Lorel Blameuser, OEMC Contracts
Lisa Clark, OEMC Contracts
Rosemary McDonnell, OEMC Grants/Contracts/Research

Attachment(s)

Packet prepared by:

Lorel Blameuser
OEMC Contracts Coordinator

OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS

ORACLE, INC.

PROJECTED SCOPE OF SERVICE

The Chicago Police Department (CPD) is requesting a 1-year, \$1 Million Time & Materials, a continuation contract agreement with Oracle to accomplish the following scope of work:

1. Migration of data warehouse (DW) components and business intelligence (BI) dashboards from current environment to Exalytics and Exadata.
2. Continued Support and Knowledge transfer to PSIT for mission-critical applications such as Hot Desk, R-Case, OID, CLEARPath portal, and OBIEE dashboards.

Expected, Detailed Scope for Migration of data warehouse (DW) components and business intelligence (BI) dashboards from current environment to Exalytics and Exatada

The CPD has multiple mission-critical and key applications that have been built on Oracle technology in the past 14 years. These applications provide real-time data with complex rules and validations being performed at very high speeds in the background. CPD wishes to leverage the investment being made in Exadata and Exalytics by the City to make these applications more scalable and robust, something that is not possible with limited resources supporting the growing footprint and data needs of these applications. Oracle Exadata Storage Server is a revolutionary advancement in database technology where database intelligence has been implemented at the storage level resulting in significant application performance gains. The Oracle Exadata database machine is a packaged database system of pre-optimized and pre-configured software, servers, and storage (with massive memory), designed for extreme performance and high availability. Exadata can handle both OLTP (transactional, high concurrency) systems and OLAP (analytical, high-scan) systems, and is a great option for supporting large-scale OBIEE/data warehousing projects.

The department expects benefits and gains in four key areas:

- Business Intelligence (OLAP)
 - Query huge volumes of data at speeds
 - Return results much faster
 - enabling better business decisions

- Simplify and reduce data warehousing cost
- Batch Processing
 - Deliver greater storage performance improvement through compression
 - Greatly increase bulk load times increasing the freshness of data
- Data Center Consolidation
 - Improve the performance and scalability of systems by an order of magnitude
 - Reduce your DBA efforts by eliminating the need for manual storage administration, simplify server administration and automate most routine DBA tasks
- Transactional System (OLTP).

Oracle has built multiple dashboards for CPD that interact with the data warehouse and CLEAR applications. Some of the high-priority dashboards that are used regularly are Homicides, Arrests, Crime, School Violence, and Troubled Buildings (FIMS). The performance of these dashboards for real-time view can degrade over time as the underlying data volumes multiply many times over.

The scope of work for migrating the DW components and BI dashboards is expected to have the following activities:

1. Performa Capacity Planning
2. Verify Exadata hardware
3. Employ Exadata Configuration
4. Ensure appropriate setup components in the CPD network and firewall (Oracle Clusterware and RAC communication)
5. Ensure proper database software & compatibility
6. Ensure DB BLOCK CHECKSUM
7. Migrate Database server components – schema & data
8. Migrate OBIEE architecture, dashboard components and configuration
9. Testing and Validation
10. Transition and handoff

It will require highly skilled and trained Oracle resources with deep understanding of CPD's infrastructure, applications and functional policies & practices to accomplish all these tasks with minimal disruption of day-to-day work and minimal usage of CPD's resources. CPD will also allocate its resources to work on this effort, but considering that all resources are engaged in current projects, they will provide a guiding and supervisory effort to Oracle.

Expected Detailed Scope for Continued Support and Knowledge transfer to PSIT for mission-critical applications such as Hot Desk, R-Case, OID, CLEARPath portal, and OBIEE dashboards

The COPS Tech program of 2007 at the CPD has the scope to enhance the Citizen Law Enforcement Analysis and Reporting system, or CLEAR (now a consortium comprising 405 criminal justice agencies and more than 34,000 users in Illinois, Indiana, Wisconsin, Minnesota and Iowa) to serve as the regional hub for criminal justice information sharing, to be called R-CLEAR.

Oracle worked on the system applications component of the program for the following projects:

- Hot Desk
- R-Case Case Management
- R-Case - Evidence Tracking and Retrieval
- Juvenile Case Management System
- CLEAR Data Warehouse
- Digital Dashboard
- Facility Information Management System
- Unified Front-End for Case Management

The department relies on Oracle's developers and architects for questions, trouble-shooting, and performing enhancements on these applications. It is the intention of the department to bring all the technical and functional know-how regarding these applications in-house, but that process will take some more time and is dependent on the skills of in-house resources and their availability. It will be a very risky scenario to maintain these applications without adequate transition from Oracle.

The scope of work for supporting these applications on a when-needed basis would be:

- Perform urgent and critical updates to the software until CPD staff is qualified to do it

- Transition knowledge of the applications to skilled & trained CPD staff


Expected Effort Estimate by Resource Level

Role	Expected Hours
Exadata specialist	800
OBIEE and data Specialist	1,600
Java, APEX, OID specialist	1,920
Project Management	800

***Note** – Hours can be re-adjusted based on CPD staff availability to perform some of these tasks. This is only a budgetary estimate. Actual requirement will be analyzed on a T&M basis during project inception phase. Consultant rates to be finalized during contract negotiations.*

REVIEW AND APPROVAL


This form is signed by the Originator as requested by the Department of Procurement detailing Oracle's anticipated services for "Consulting Services for Enhancement of the Chicago Police Department (CPD) CLEAR System Consulting.


 Jonathan Lewin
 OEMC
 Managing Deputy Director
 Public Safety IT



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

TO: Richard Butler, First Deputy Commissioner
DEPARTMENT OF PROCUREMENT SERVICES

FROM: 
Jonathan Lewin, Managing Deputy Director Public Safety
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: April 12, 2013

SUBJECT: **Consulting Services for Enhancement of the Chicago Police Department
(CPD) CLEAR System**

The Office of Emergency Management and Communications (OEMC) is submitting the enclosed, Oracle's revised quote for the Non Competitive Review Board (NCRB) packet for the "Consulting Services for Enhancement of the Chicago Police Department (CPD) CLEAR System" to be considered for approval. The OEMC respectfully requests the approval from the NCRB.

The Consulting Services for Enhancement of the Chicago Police Department (CPD) CLEAR System with Oracle America, Inc. is for the continuation of services for maintenance with the Chicago Police Department's (CPDs) CLEAR System.

The OEMC staff and designated Department of Innovative Technology representative will be attending the NCRB May Board if approved. The following staff will be attending: Jonathan Lewin, Frank Lindbloom, Rosemary McDonnell, Lorel Blameuser, Lisa Clark and Brenna Berman.

If you should have any questions, please feel free to contact this office. Thank you for your consideration.

Attachment

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 058- OEC1411 1411 W. MADISON Chicago, IL 60607	REQUISITION: 79525 PAGE: 1 DEPARTMENT: 58 - OFFICE OF EMERGENCY COMMUNICA PREPARER: Lorel D Blameuser NEEDED: APPROVED: 2/27/2013
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REQUISITION DESCRIPTION

CONSULTING SERVICES FOR ENHANCEMENT OF CPD/CLEAR SYSTEMS, NEW SOLE SOURCE CONTRACT
 SPECIFICATION NUMBER: 115758

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
1	91875	1,000,000.00	USD	0.00	0.00							
	CONSULTING SERVICES FOR ENHANCEMENT OF CPD SYSTEMS											
	SUGGESTED VENDOR: ORACLE CORPORATION					REQUESTED BY: Lorel D Blameuser						
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.	
1	011	0M14	0582705	0400	220400	0000	00000000	11JZ3A	00000	0000	0.00	
LINE TOTAL:											0.00	
REQUISITION TOTAL:											0.00	



233 S. Wacker Dr., 45th Floor, Chicago, IL 60606.

May 07, 2013

Commander Jonathan Lewin
Information Services Division
Chicago Police Department
3510 S. Michigan Avenue
Chicago, IL 60653

Subject: Consulting Services for "Development and Support Services" Projects
Reference: Sole Source contract

Dear Commander Lewin:

Per your request, Oracle is submitting this proposal to provide consulting services on a Time and Travel Expenses (T&E) basis to assist the Chicago Police Department with the "Development and Support Services" projects. The consulting services include the following tasks:

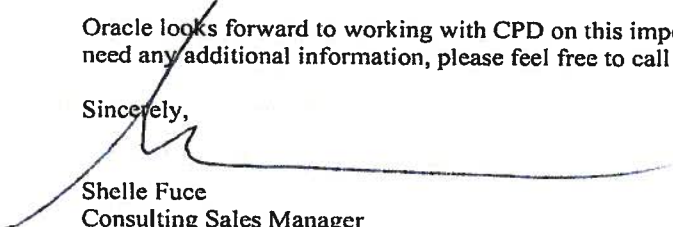
- Migration of data warehouse (DW) components and business intelligence (BI) dashboards from current environment to Exalytics and Exadata
- Continued Support and Knowledge transfer to PSIT for mission-critical applications such as Hot Desk, R-Case, OID, CLEARPath portal, and OBIEE dashboards
- Provide additional technical assistance as directed by the CPD Project Manager

Resource Level	Role	Hours	Rate	Extension
Program Lead	Exadata Specialist, Project Manager, Enterprise Architect	1,600	\$235.20	\$376,320.00
Senior Architect	OBIEE and data Specialist, Exadata Specialist, Java, Apex, OID	1,920	\$202.86	\$389,491.20
Tech Analyst 4	Java, APEX, OID specialist	1,350	\$171.01	\$230,863.50
**Tech Analyst 3	Java, APEX, OID specialist	14	\$149.94	\$2,099.16
**Tech Analyst 2	Java, APEX, OID specialist	10	\$122.99	\$1,222.90
			Total:	\$999,996.76

The consulting services will be provided in accordance with the terms and conditions of the new agreement between the Chicago Police Department and Oracle America, Inc.

Oracle looks forward to working with CPD on this important engagement. If you have any questions, or need any additional information, please feel free to call me.

Sincerely,


Shelle Fuce
Consulting Sales Manager
State & Local Government
(269) 823-4880
cc: R. Shyam
T. Budnar



233 S. Wacker Dr., 45th Floor, Chicago, IL 60606.

April 10, 2013

Commander Jonathan Lewin
Information Services Division
Chicago Police Department
3510 S. Michigan Avenue
Chicago, IL 60653

Subject: Consulting Services for "Development and Support Services" Projects
Reference: Sole Source contract

Dear Commander Lewin:

Per your request, Oracle is submitting this proposal to provide consulting services on a Time and Materials (T&M) basis to assist the Chicago Police Department with the "Development and Support Services" projects. The consulting services include the following tasks:

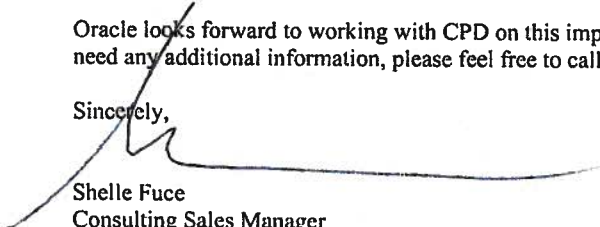
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- Continued Support and Knowledge transfer to PSIT for mission-critical applications such as Hot Desk, R-Case, OID, CLEARPath portal, and OBIEE dashboards
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Resource Level	Role	Hours	Rate	Extension
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Oracle looks forward to working with CPD on this important engagement. If you have any questions, or need any additional information, please feel free to call me.

Sincerely,



Shelle Fuce
Consulting Sales Manager
State & Local Government
(269) 823-4880
cc: R. Shyam
T. Budnar

March 11, 2013

Commander Jonathan Lewin
Information Services Division
Chicago Police Department
3510 S. Michigan Avenue
Chicago, IL 60653


Subject: Continuation of Services
Reference: Sole Source Contract

Dear Commander Lewin:

Oracle has been a premiere consulting vendor (Vendor # 1031093A) in servicing the requirements of OEMC / CPD for the last 12 years. Oracle is currently executing services for OEMC under PO # 24900, which is due to expire on May 29, 2013. Oracle has worked on multiple projects under this PO#, such as IDOT Traffic Crash application, FIMS Buffer Zone requirements and CLEARPath portal upgrades.

Oracle is committed to continue working with OEMC under a new agreement on various critical projects. Per your request, Oracle is submitting this letter of intent to continue to provide services in support of our application for a new time and material contract.

Sincerely,



Santhana Shyam
Project Manager
State & Local Government
(630) 251-7364 cell

cc: D. Hodges
T. Budnar

26 March, 2013

Cmdr. Jonathan H. Lewin
Managing Deputy Director
Public Safety Information Technology
City of Chicago
Office of Emergency Management and Communications
1411 W. Madison St
Chicago, IL 60607

Subject: Letter of Exclusivity to support new contract application

Dear Cmdr. Lewin:

Per your request, Oracle is submitting this letter of exclusivity in support of our application for a new time and material contract between Oracle Corporation and City of Chicago, Chicago Police Department (CPD) (Vendor # 1031093A).

In 1995, CPD began working with Oracle Service Industries to design a comprehensive Criminal History Records Information System (CHRIS). The goal of the project was to create a single relational data center which would serve all of CPD's electronic data entry and storage needs. With the assistance of Oracle, CPD created CLEAR. The overall objective of the CLEAR system was to create a single repository for the storage and query of criminal history record information and images for the City of Chicago and surrounding communities. CLEAR was built upon the foundation of CHRIS. Oracle has been the single vendor supporting CPD's CLEAR system since its deployment in April 2000. Oracle's technical documentation and knowledge of CLEAR are vital to the successful implementation of the COPS Technology Initiative.

Since 1995, the Oracle Corporation has been the single consulting resource to work with CPD in the development and implementation of computerized systems and all subsequent modules. Oracle is seeking a new \$1 million contract to facilitate expected billing for the next 1 year once the current Oracle contract (PO # 24900) expires on 29 May, 2013. This anticipated \$1 million billing will be funded with grants like the UASI grant, Buffer Zone grant, and corporate funds.

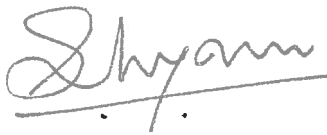
Oracle has been the Chicago Police Department's development partner in the design, development, and maintenance of the CLEAR system since its inception. Oracle has played an integral role in developing the integrated enterprise data model as well as the core functionality of the CLEAR system which will be used as the basis for the projects funded by corporate or external grants like COPS Technology grant. The Oracle team has extensive experience with all facets of the CLEAR system and has gained significant knowledge of the business and technical complexities of the system. Oracle is the exclusive vendor of the database system that will be expanded to become the multiregional hub as defined in the COPS Technology initiative. All of the short and long term CPD initiatives require an extensive knowledge of the existing CLEAR applications, the integrated enterprise data model and the extracts and load processes that Oracle consultants currently possess. The CLEAR system is built solely on the Oracle Technology Platform.

Oracle has developed multiple Business Intelligence dashboards for various CPD functions, such as Arrests, Crimes, Homicides, High School Dashboard, Performance Recognition System, and Troubled Buildings. The City of Chicago is moving to a hosted environment to consolidate applications and have a more optimized operating environment in terms of cost. Migration of the dashboard applications from CPD's internal hosted environment to the centralized hosted environment will be a critical and voluminous task. Oracle has extensive institutional knowledge of the backend data systems, the middle-tier applications, and the front-end dashboards. Such knowledge and skill will be necessary to migrate all the dashboards to the new environment.

Oracle is a proven leader in the development of advanced technological architecture and networked database design, customized software development, consulting services, product maintenance and technical support. During the 12 year contract with CPD on the CLEAR project, Oracle has allowed CPD to maximize the features of the Oracle database product, and therefore CPD's resource investment. The participation of the Oracle consultants during the Department's transition to CLEAR has been extensive and crucial throughout the project's development. The level of integration in CPD's central information system is substantially ahead of any other major law enforcement agency. The CLEAR project has been researched by several prominent law enforcement agencies across the country as the information systems integration model. As each new component for CLEAR is developed and/or enhanced, the need for a comprehensive understanding of the full CLEAR structure and functionality becomes increasingly critical. A lack of knowledge of this system poses a substantial risk to the development process. More importantly, a lack of knowledge of this system could result in a final product that degrades the effectiveness, efficiency, and reliability of the overall CLEAR system.

Oracle is the only vendor with thorough understanding of the development tools, specific knowledge of the CLEAR database, applications, and training and experience required to implement CPD's technology initiatives. Therefore, we believe Oracle is the sole economically feasible source vendor to ensure timely completion of the CPD initiatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Shyam", with a horizontal line underneath it.

Santhana Shyam
Project Manager
State & Local Government
(630) 251-7364 cell

JUSTIFICATION FOR DELAYED SUBMITTAL TO NON-COMPETITIVE REVIEW BOARD

April 8, 2013

In January 2013, the Office of Emergency Management and Communications (OEMC) deemed it was inevitable that the request for a non-competitive contract with Oracle America, Inc. would be necessary. The OEMC began other critical and time-sensitive projects under the current agreement – such as, the IDOT/CDOT Traffic Crash Application, CLEARPath Enhancements, FIMS Enhancements and OID Set-up based on the DoJ Technical Audit. Engagement of critical resources from PSIT/CPD staff and Oracle resources delayed the start of the Migration Project.

The Exadata and underlying architecture at DoIT is critical for starting the migration process. This environment was not available at the beginning of the current agreement thus it delayed the start of the engagement of The Consulting Services for the Enhancement of the Chicago Police Department (CPD) CLEAR System.

Oracle, Inc. and OEMC have been in communications to complete the non-competitive packet, but hurled some unforeseen challenges. The certification transcript/proof for one of Oracle's WBE partners was delayed from the DPS/Compliance unit. The certification was completed in August, but the transcripts were issued recently in March.

In addition, the online Economic Disclosures Statements were being completed by Oracle's multi-tier ownership which caused further delay. The OEMC attempted to meet an early submission date to the Non-Competitive Review Board in 2013, but missed the due dates.

March 26, 2013

Commander Jonathan Lewin
Information Services Division
Chicago Police Department
3510 S. Michigan Avenue
Chicago, IL 60653

Subject: Supplement to schedule D-1 - Intent to Support MBE WBE Requirements
Reference: Sole Source Contract

Dear Commander Lewin:

Oracle has been a premiere consulting vendor in servicing the requirements of OEMC / CPD for the last 12 years.

Oracle is committed to servicing the City of Chicago, Department of Office Emergency Management and Communications and meeting the Minority and Women Business Enterprise compliance plans.

If awarded this new sole source contract valued at \$1,000,000.00 , Oracle has selected UB Tech, Inc. as Minority Business Enterprise firm who will be providing Oracle technology professional services to support the project for an anticipated 25% of the contract value amounting to \$250,000.00.

Oracle has also selected LG Associates Inc. as Women Business Enterprise firm who will be providing Oracle technology professional services to support the project for an anticipated 5% of the \$1,000,000.00 contract value amounting to \$50,000.00.

Therefore, Oracle anticipates these selected M/WBE firms for these development and support maintenance projects.

Sincerely,



Santhana Shyam
Project Manager
State & Local Government
(630) 251-7364 cell

cc: D. Hodges
T. Budnar

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: _____
Specification Number: _____

From: UB TECH, INC.
(Name of MBE/WBE Firm)

MBE: Yes No _____
WBE: Yes _____ No _____

To: ORACLE AMERICA, INC. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor Corporation
_____ Partnership _____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of AUG. 24, 2012 to AUG 15, 2017 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

UB TECH WILL PROVIDE ORACLE TECHNOLOGY PROFESSIONAL SERVICES TO SUPPORT THE ORACLE CONSULTING PROJECT FIMS, DASHBOARD MIGRATION, PORTAL AT CPD

The above described performance is offered for the following price and described terms of payment:

UB TECH WILL ESTABLISH A SUBCONTRACT FOR A VALUE OF \$250,000 WITH A SCOPE OF WORK DEVELOPED BASED UPON REQUIREMENTS PROVIDED BY CPD TO ORACLE.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

S. Bhuvaneshwari
(Signature of Owner or Authorized Agent)
BHUVANESWARI SUBRAMANIAM / PRESIDENT
Name / Title (Print)
02/01/13
Date
630-922-6386
Phone



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG 24 2012

Bhuvanewari Subramaniam
UbTech, Inc.
3420 Redwing Drive
Naperville, Illinois 60564

Annual Certificate Expires: August 15, 2013

Dear Ms. Subramaniam:

We are pleased to inform you that Ub Tech, Inc. has been re-certified as a Women Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until August 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by August 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by June 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

AUG 24 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

~~NAICS Code – 541512 – Computer Software Consulting Services or Consultants~~
~~NAICS Code – 541612 – Personnel Management Consulting Services~~

Your firm's participation on City contracts will be credited only toward Minority and Women Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: _____
 Specification Number: _____

From: LG Associates Inc. dba Asen Computer Associates
 (Name of MBE/WBE Firm)

MBE: Yes _____ No _____
 WBE: Yes X No _____

To: Oracle America, Inc. and the City of Chicago:
 (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

 Sole Proprietor X Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of August 24, 2010 to September 1, 2013 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

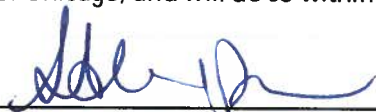
Asen will provide Oracle Technology Professional services to support the Oracle Consulting project for FIMS, dashboard migration, portal application development and technology implementation at CPD.

The above described performance is offered for the following price and described terms of payment:

Asen will establish a subcontract with Oracle for a value of \$50,000 with a scope of work developed based upon requirements provided by CPD to Oracle.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



 (Signature of Owner or Authorized Agent)
Sid Bhat, Business Development Manager

 Name / Title (Print)
Feb 1, 2013

 Date
1(847) 995-1300 x 24

 Phone



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 14 2013

Lana Gertz
LG Associates, Inc. DBA Asen Computer Associates
900 N. National Parkway #155
Schaumburg, IL 60173

Certificate Expires: September 1, 2013

Dear Lana Gertz:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **July 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

MAR 14 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

Support Services, Computer; Programming Services, Computer

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JR/bl



SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of ILLINOIS

County (City) of COOK

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

ORACLE AMERICA, INC.
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE LG ASSOCIATES, INC.

Address: 900 N. NATIONAL PARKWAY #155 SCHAUMBURG IL 60173

Contact Person: LANA GERTZ Phone: 847-995-1300

Dollar Amount of Participation \$ 50,000.00

Percent Amount of Participation: 5.0 %

2. Name of MBE/WBE: UB TECH, INC.

Address: 608 S. WASHINGTON ST # 101-62 NAPERVILLE IL 60540

Contact Person: B. SUBRAMANIAM Phone: 630-922-6386

Dollar Amount of Participation \$ 250,000.00

Percent Amount of Participation: 25.0 %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>UB TECH, INC.</u>	<u>\$ 250,000</u>	<u>25.0 %</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	<u>\$ 250,000</u>	<u>25.0 %</u>

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>LG ASSOCIATES, INC.</u>	<u>\$ 50,000</u>	<u>5.0 %</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	<u>\$ 50,000</u>	<u>5.0 %</u>

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Santhana Krishnan Ranga Shyam Phone Number: 630.251.7364

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

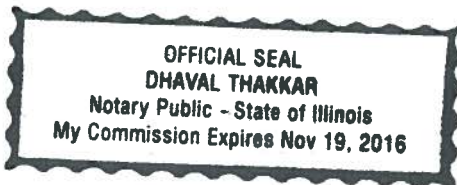
Shyam 2/9/13
Signature of Affiant (Date)

State of IL
County of WADE

This instrument was acknowledged before me on 9TH FEB 2013 (date)
by SANTHANA KRISHNAN RANGA SHYAM (name /s of person/s)
as PROJECT MANAGER (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

(Seal)

[Signature]
Signature of Notary Public





CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 41395

Certificate Printed on: 03/13/2013

Date of This Filing:03/13/2013 11:57 AM

Original Filing Date:03/13/2013 11:57 AM

Disclosing Party: Oracle America, Inc.

Filed by: Pamela Liou

Title:Corporate Counsel

Matter: Consulting Services for CPD Clear
Systems

Applicant: Oracle America, Inc.

Specification #: TBD

Contract #: TBD

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2013

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

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

PRODUCER Marsh Risk & Insurance Services 1732 North First Street, Suite 400 San Jose, CA 95112	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
INSURER B: ACE Property And Casualty Ins Co		20899
INSURER C: Safety National Casualty Corp.		15105
INSURER D: XL Insurance America Inc		24554
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-002082500-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL5094747	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA6403771 (AOS) CA6403772 (MA)	06/01/2013 06/01/2013	06/01/2014 06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		G27047646	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	LDM0500082 PS4004323	04/01/2013 04/01/2013	04/01/2014 04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Blanket Personal Property RC/All Risk		US00006786PR13A "Deductible-Per Policy"	06/01/2013	06/01/2014	LIMIT: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Specifications NO. 88631
 The City of Chicago is added as an additional insured as respects general liability.
 Additional Insured endorsement is attached.
 GL Additional Insured on Primary and non-contributory endorsement is attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago Department of Procurement Services City Hall, Room 403 121 North LaSalle Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Petronella Massey <i>Petronella Massey</i>
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Timothy Burke
Senior Vice President

Marsh Risk & Insurance Services
1225 17th St, Suite 2000
Denver, CO 80202-5508
303 308 4606 Fax 303 308 4900
Timothy.N. Burke@marsh.com
www.marsh.com

March 31, 2013
City of Chicago
Subject: Technology Errors and Omissions Coverage
Oracle Corporation
Policy No. QF009013 (Primary)
Insurance Company – Lloyd's of London
Policy Period March 31, 2013 to March 31, 2014

To Whom It May Concern:

Please be advised that Lloyd's of London has issued an Errors & Omissions insurance policy to Oracle Corporation for the Policy Period March 31, 2013 to March 31, 2014 which provides Professional Liability/Technology Errors & Omissions/Privacy Liability to Oracle Corporation on a **claims made basis** with a limit of \$10,000,000 per occurrence and \$10,000,000 in the aggregate (the "Policy").

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

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

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

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

Sincerely,
Timothy Burke/CMC
Timothy Burke
Senior Vice President

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2013 forms a part of

policy No. CA 640-37-71 issued to ORACLE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

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

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

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

Endorsement Effective	04/01/2013	Policy No.	LDM0500082	Endorsement No.	
Insured	ORACLE AMERICA, INC.	Premium \$	Included		
Insurance Company	Safety National Casualty Corporation				

Countersigned By _____

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2013 forms a part of

policy No. GL 509-47-47 issued to ORACLE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
------------------------	-----------------

Where a waiver of our right to recover from others is required by written contract, such additional entities shall be considered automatically scheduled by the Company.

Individually scheduled waivers shall not be construed to override nor negate this blanket waiver.

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

Endorsement Effective	04/01/2013	Policy No. LDM0500082	Endorsement No.
Insured	ORACLE AMERICA, INC.		Premium \$ Included
Insurance Company	Safety National Casualty Corporation		

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2013 forms a part of
Policy No. CA 640-37-71 issued to **ORACLE CORPORATION**
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS, BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF A COVERED "AUTO".

1. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.


Authorized Representative

POLICY NUMBER: GL 509-47-47

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 08

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

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

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

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 41395

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Oracle America, Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

500 Oracle Parkway
Redwood Shores, CA 94065
United States

C. Telephone:

703-364-0296

Fax:

Email:

pamela.liou@oracle.com

D. Name of contact person:

Pamela Liou

E. Federal Employer Identification No. (if you have one):

94-2805249

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Consulting Services for CPD Clear Systems

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

TBD

Contract (PO) Number

TBD

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Lawrence Ellison
Title:	Chief Executive Officer
Role:	Officer

Officer/Director:	Safra Catz
Title:	President, Chief Financial Officer
Role:	Both

Officer/Director:	Gregory Hilbrich
Title:	Sr VP Taxation
Role:	Officer

Officer/Director:	Douglas Kehring
Title:	SVP
Role:	Officer

Officer/Director:	Dorian Daley
Title:	SVP, General Corp Counsel, Secretary
Role:	Both

Officer/Director:	William Cory WEST
Title:	SVP, Corp Controller & Chief Accounting Officer
Role:	Officer

Officer/Director:	Edward Peterson
Title:	Asst Treasurer
Role:	Officer

Officer/Director:	Robert Bruce Cochran
Title:	Asst treasurer
Role:	Officer

Officer/Director:	Christopher Ing
Title:	Asst Secretary
Role:	Officer

Officer/Director:	Eric Ball
Title:	Treasurer
Role:	Officer

Officer/Director:	Samantha Wellington
Title:	Asst Secretary
Role:	Officer

Officer/Director:	Brian S Higgins
Title:	Vice President and Assistant Secretary
Role:	Officer

Officer/Director:	Jacklyn Park
Title:	Assistant Secretary
Role:	Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Oracle Corporation - 100% - EDS 41670

Owner Details

Name	Address
Oracle Corporation	500 Oracle Parkway Redwood Shores, CA 94065 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in [Chapter 2-156 of the Municipal Code](#), with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	LG Associates, Inc.
Anticipated/ Retained:	Anticipated
Business Address:	900 N. National Parkway #155 Schaumburg, IL 60173 United States
Relationship:	Subcontractor - MWDBE
Fees	5%

(\$\$ or %):

Estimated/Paid: Estimated

Name: UB Tech, Inc.

Anticipated/
Retained: Anticipated

Business Address: 608 S. Washington Street
#101-62
Naperville, IL 60540 United States

Relationship: Subcontractor - MWDBE

Fees 25%

(\$\$ or %):

Estimated/Paid: Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under [Municipal Code Section 2-92-415](#), substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to [Municipal Code Chapter 1-23](#), Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy

- to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#) nor any [Agents](#) have, during the five years before the date this EDS is signed, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the five years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of [Municipal Code Section 2-92-610 \(Living Wage Ordinance\)](#).

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the [Specially Designated Nationals List](#), the [Denied Persons List](#), the [Unverified List](#), the [Entity List](#) and the [Debarred List](#).

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of [Chapters 2-55 \(Legislative Inspector General\)](#), [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in [Section 2-32-455\(b\) of the Municipal Code](#), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in [Chapter 2-156 of the Municipal Code](#) have the same meanings when used in this Part D.

1. In accordance with [Section 2-156-110 of the Municipal Code](#): Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

Yes

A. CERTIFICATION REGARDING LOBBYING

1.a Are there any persons who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

1.c. Are there any legal entities who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

I certify to the above.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

I certify to the above.

4. The Disclosing Party certifies that either:

- i. it is not an organization described in [section 501\(c\)\(4\) of the Internal Revenue Code of 1986](#) or
- ii. it is an organization described in [section 501\(c\)\(4\) of the Internal Revenue Code of 1986](#) but has not engaged and will not engage in "Lobbying Activities".

I certify to the above.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

I certify to the above.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See [41 CFR Part 60-2](#).)

Yes

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics and Campaign Financing Ordinances, [Chapters 2-156](#) and [2-164](#) of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of [Chapter 1-23 of the Municipal Code](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by [Chapter 1-23](#) and [Section 2-154-020 of the Municipal Code](#).

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its [Affiliated Entities](#) delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its [Affiliated Entities](#) will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal [Excluded Parties List System \("EPLS"\)](#) maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

Please see the clarifications to the EDS submitted by Oracle America, Inc. attached hereto.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

Clarifications to the EDS submitted by Oracle America, Inc.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 03/13/2013
Pamela Liou

**Corporate Counsel
Oracle America, Inc.**

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

ATTACHMENT A:
Additional Information in Response to the Economic Disclosure Statement
and Affidavit

Introduction.

Oracle America, Inc. hereby submits the following additional information as part of its Economic Disclosure Statement and Affidavit ("EDS"). This information supplements and/or clarifies its responses to the answers submitted as part of the online registration process. Oracle America, Inc. 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 the Oracle America, Inc.'s knowledge, (b) Oracle America, Inc., its ultimate parent corporation, Oracle Corporation, and the acts or omissions of any acquired companies of Oracle America, Inc. only after the dates of the acquisitions, and (c) matters which might impact Oracle America, Inc.'s ability to provide software and services pertaining to the Matter (as defined in the EDS).

Response to Section II.B.2:

Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation. Oracle Corporation is a Delaware corporation with its principal location at 500 Oracle Parkway, Redwood Shores, California, 94065.

Response to Section III:

Upon information and belief, Oracle America, Inc. has not had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any elected City official in the preceding 12 months.

Response to Section V. B.1 and B.2:

Oracle America, Inc. limits its certifications for these sections to Oracle America, Inc. and its officers and directors listed in Section II.B.1 of the EDS. Furthermore, Oracle America, Inc.'s response is limited to the procurement or performance of any contract between Oracle America, Inc. and the City of Chicago.

In addition, Oracle America, Inc. limits its response to Section V.B.2.e solely to Oracle America, Inc. and takes exception as follows: *Oracle America Inc.'s response to Section V. B.2.e is limited to Oracle America, Inc. Upon information and belief, Oracle America, Inc. has not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action instituted by the City of Chicago. Oracle America, Inc. is unaware of any notice sent to it regarding a violation of any state or federal environmental law or regulation.*

Response to Sections V. B. 3, 4 and 6:

Oracle America, Inc. cannot certify as to whether its more than 80,000 employees and agents have engaged in any of the conduct enumerated in Sections V.B.3 and 4. Accordingly, Oracle's response to these sections is limited to Oracle America, Inc. and its parent corporation, Oracle Corporation.

Oracle agrees to comply with the requirements of Chapter 2-55, Chapter 2-156 and Chapter 2-56 of the Municipal Code to the extent such requirements are, by their terms, expressly applicable to Oracle America, Inc.'s delivery of products and services to the City of Chicago.

All clauses contained Section V.B are certified to the best of Oracle America, Inc.'s knowledge and belief.

Response to Section V.E:

Oracle America, Inc., its parent corporation, Oracle Corporation, and any predecessor corporations were established many years after the end of the slavery era. Consequently, Oracle America, Inc., in good faith, does not believe that either Oracle America, Inc., Oracle Corporation, or any predecessor corporations of Oracle America, Inc. and Oracle Corporation have any records of investment or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves). Oracle America, Inc. has not searched any records to verify its belief.

Response to Section VII. B.:

Oracle America, Inc. agrees to comply with all statutes, ordinances, and regulations ("Laws") to the extent that such Laws are, by their terms, expressly applicable to Oracle America, Inc.'s performance under any contract with the City.

Response to Section VII. C.:

Oracle America, Inc. qualifies its certification to this section as follows: If the City determines that any information provided in this EDS is intentionally and materially false, incomplete or inaccurate at time of its submission, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating Oracle America, Inc.'s participation in the Matter and/or declining to allow Oracle America, Inc. to participate in other transactions with the City. Remedies at law for a false statement or material fact may include incarceration and an award to the City of treble damages.

Response to Section VII.F.1:

Oracle America, Inc. does not believe that it is delinquent in the payment of any tax administered by the Illinois Department of Revenue. However, Oracle America, Inc. acknowledges that it has filed an appeal with the Illinois Department of Revenue regarding an amount that the Illinois Department of Revenue has assessed against Oracle America, Inc. This matter is being reviewed by the Board of Appeals. With respect to other charges administered by the Illinois Department of Revenue, including water charges, sewer charges, license fees, and parking tickets, Oracle America, Inc. is a very large company and has no way of ascertaining with the specificity required as to whether Oracle America, Inc. is in compliance with such matters. Oracle America, Inc.'s

response to this Section is limited to Oracle America, Inc. and its parent company, Oracle Corporation.

Response to Section VII.F.2:

Oracle America, Inc. will not knowingly use, or permit its subcontractors on this Matter, use any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list. Oracle America Inc.'s response to this Section is limited to Oracle America, Inc. and its parent company, Oracle Corporation.

Response to Section VII.F.3:

As stated in Section IV, Oracle America, Inc. anticipates that it will be retaining two companies as subcontractors with respect to the Matter. Oracle America, Inc. agrees to obtain certification equal in form and substance to those in Sections VII.F.1 and F.2, as clarified, from these subcontractors and any other subcontractors engaged to perform services with respect to the Matter in Oracle America, Inc.'s subcontract agreements with such companies.

Response to Familial Relationships with Elected Officials and Department Heads:

Oracle America, Inc. has no actual knowledge of any "familial relationship" between "any 'Applicable Party' or any Spouse or Domestic Partner thereof" with an elected city official or department head. However, all Oracle America, Inc. employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including family relationships.

CERTIFICATION

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 41670

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Oracle Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the Applicant

The Disclosing Party holds an interest in

Oracle America, Inc. and EDS is 41395

B. Business address of the Disclosing Party:

500 Oracle Parkway
Redwood Shores, CA 94065
United States

C. Telephone:

703-364-0295

Fax:

Email:

su.kwak@oracle.com

D. Name of contact person:

Su Kwak

E. Federal Employer Identification No. (if you have one):

54-2185193

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Publicly registered business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Jeffrey Henley

Title: Chairman

Role: Both

Officer/Director: Jeffrey Berg

Title:

Role: Director

Officer/Director: H Raymond Bingham
Title:
Role: Director

Officer/Director: Michael Boskin
Title:
Role: Director

Officer/Director: Safra Catz
Title: President & Chief Financial Officer
Role: Both

Officer/Director: Bruce Chizen
Title:
Role: Director

Officer/Director: Georges Conrades
Title:
Role: Director

Officer/Director: Lawrence Ellison
Title: Chief Executive Officer
Role: Both

Officer/Director: Hector Garcia-Molina
Title:
Role: Director

Officer/Director: Mark Hurd
Title: President
Role: Both

Officer/Director: Naomi Seligman
Title:
Role: Director

Officer/Director: Thomas Kurian
Title: EVP, Product Development
Role: Officer

Officer/Director: John Fowler
Title: EVP, Systems

Role:	Officer

Officer/Director:	Dorian Daley
Title:	SVP, General Corp Counsel and Secretary
Role:	Officer

Officer/Director:	Judson Althoff
Title:	SVP
Role:	Officer

Officer/Director:	Steve Au Yeung
Title:	EVP
Role:	Officer

Officer/Director:	Mary Ann Davidson
Title:	Chief Security Officer
Role:	Officer

Officer/Director:	Matthew Mills
Title:	SVP
Role:	Officer

Officer/Director:	Joanne Olsen
Title:	SVP
Role:	Officer

Officer/Director:	Cindy Reese
Title:	SVP
Role:	Officer

Officer/Director:	Charles Rozwat
Title:	EVP
Role:	Officer

Officer/Director:	Takao Endo
Title:	Representative Executive Officer
Role:	Officer

Officer/Director:	Edward Screven
Title:	Chief Corporate Architect
Role:	Officer

Officer/Director:	Robert Shimp

Title:	GVP
Role:	Officer

Officer/Director:	Loic le Guisquet
Title:	EVP
Role:	Officer

Officer/Director:	Judith Sim
Title:	Chief Marketing Officer
Role:	Officer

Officer/Director:	Sonny Singh
Title:	SVP
Role:	Officer

Officer/Director:	Adrian Jones
Title:	SVP
Role:	Officer

Officer/Director:	Mike Splain
Title:	EVP
Role:	Officer

Officer/Director:	Douglas Kehring
Title:	SVP
Role:	Officer

Officer/Director:	Mark Sunday
Title:	Chief Information Officer, SVP
Role:	Officer

Officer/Director:	Robert Weiler
Title:	EVP
Role:	Officer

Officer/Director:	Luiz Meisler
Title:	EVP
Role:	Officer

Officer/Director:	Derek Williams
Title:	EVP
Role:	Officer

2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in [Chapter 2-156 of the Municipal Code](#), with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under [Municipal Code Section 2-92-415](#), substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to [Municipal Code Chapter 1-23](#), Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of

such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of [Municipal Code Section 2-92-610 \(Living Wage Ordinance\)](#).

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the [Specially Designated Nationals List](#), the [Denied Persons List](#), the [Unverified List](#), the [Entity List](#) and the [Debarred List](#).

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of [Chapters 2-55 \(Legislative Inspector General\)](#), [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in [Section 2-32-455\(b\) of the Municipal Code](#), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, [Chapters 2-156](#) and [2-164](#) of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of [Chapter 1-23 of the Municipal Code](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein

regarding eligibility must be kept current for a longer period, as required by [Chapter 1-23](#) and [Section 2-154-020 of the Municipal Code](#).

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its [Affiliated Entities](#) delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

N/A because the Disclosing party is not the Applicant nor has a direct ownership interest.

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

Oracle's answers to the questions included in this online registration form are supplemented and clarified in the attachment uploaded by Oracle.

List of attachments uploaded by vendor

Attachment A: Additional Information in Response to the Economic Disclosure Statement and Affidavit

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 03/14/2013

Pamela Liou

Corporate Counsel

Oracle Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

ATTACHMENT A:
Additional Information in Response to the Economic Disclosure Statement
and Affidavit ("EDS")

Introduction.

Oracle Corporation hereby submits the following additional information as part of Oracle America, Inc.'s Economic Disclosure Statement and Affidavit. This information supplements and/or clarifies its responses to the answers submitted as part of the online registration process. Oracle America, Inc. 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 the Oracle Corporation's knowledge, (b) Oracle Corporation, and the acts or omissions of any acquired companies of Oracle Corporation only after the dates of the acquisitions, and (c) matters which might impact Oracle Corporation's ability to provide software and services pertaining to the Matter (as defined in the EDS).

Response to Section II.B.2:

According to the most recent SEC filings, Larry Ellison currently beneficially owns 23.9% of Oracle Corporation's common stock. Please see Oracle's Proxy Statement and other SEC filings for more ownership information available at www.oracle.com.

Response to Section III:

Upon information and belief, Oracle Corporation has not had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any elected City official in the preceding 12 months.

Response to Section V. B.1 and B.2:

Oracle Corporation limits its certifications for these sections to Oracle Corporation and its Section 16 officers. Furthermore, Oracle Corporation's response is limited to the procurement or performance of any contract between Oracle America, Inc. and the City of Chicago.

In addition, Oracle Corporation limits its response to Section V.B.2.e solely to Oracle Corporation and takes exception as follows: *Oracle Corporation's response to Section V. B.2.e is limited to Oracle Corporation. Upon information and belief, Oracle Corporation has not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action instituted by the City of Chicago. Oracle Corporation is unaware of any notice sent to it regarding a violation of any state or federal environmental law or regulation.*

Response to Sections V. B. 3, 4 and 6:

Oracle Corporation cannot certify as to whether its numerous employees and agents have engaged in any of the conduct enumerated in Sections V.B.3 and 4. Accordingly, Oracle's response to these sections is limited to Oracle Corporation and its Section 16 officers..

Oracle agrees to comply with the requirements of Chapter 2-55, Chapter 2-156 and Chapter 2-56 of the Municipal Code to the extent such requirements are, by their terms, expressly applicable to Oracle America, Inc.'s delivery of products and services to the City of Chicago.

All clauses contained Section V.B are certified to the best of Oracle Corporation's knowledge and belief.

Response to Section V.E:

Oracle Corporation was established many years after the end of the slavery era. Consequently, Oracle Corporation, in good faith, does not believe that Oracle Corporation has any records of investment or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves). Oracle Corporation has not searched any records to verify its belief.

Response to Section VII. B.:

Oracle Corporation agrees to comply with all statutes, ordinances, and regulations ("Laws") to the extent that such Laws are, by their terms, expressly applicable to Oracle America, Inc.'s performance under any contract with the City.

Response to Section VII. C.:

Oracle Corporation qualifies its certification to this section as follows: If the City determines that any information provided in this EDS is intentionally and materially false, incomplete or inaccurate at time of its submission, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating Oracle America, Inc.'s participation in the Matter and/or declining to allow Oracle America, Inc. to participate in other transactions with the City. Remedies at law for a false statement or material fact may include incarceration and an award to the City of treble damages.

Response to Section VII.F.1:

Oracle Corporation does not believe that it is delinquent in the payment of any tax administered by the Illinois Department of Revenue. However, it acknowledges that Oracle America, Inc. has filed an appeal with the Illinois Department of Revenue regarding an amount that the Illinois Department of Revenue has assessed against Oracle America, Inc. This matter is being reviewed by the Board of Appeals. With respect to other charges administered by the Illinois Department of Revenue, including water charges, sewer charges, license fees, and parking tickets, Oracle Corporation is a very large company and has no way of ascertaining with the specificity required as to whether Oracle Corporation is in compliance with such matters. Oracle Corporation's response to this Section is limited to Oracle Corporation.

Response to Section VII.F.2:

Oracle Corporation will not knowingly use, or permit its subcontractors on this Matter, use any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list. Oracle Corporation's response to this Section is limited to Oracle Corporation.

Response to Familial Relationships with Elected Officials and Department Heads:

Oracle Corporation has no actual knowledge of any "familial relationship" between "any 'Applicable Party' or any Spouse or Domestic Partner thereof" with an elected city official or department head. However, all Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including family relationships.

CERTIFICATION

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



Illinois Emergency Management Agency

Jonathon E. Monken, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago, Office of Emergency Management and Communications

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago, Office of Emergency Management and Communications (Grantee), 1411 West Madison Street, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2011 Homeland Security Grant Program, Urban Area Security Initiative, CFDA #97.067.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$32,006,001.00 for the period from September 1, 2011, to December 31, 2013. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement and applicable grant guidance. This period of award may be amended by the Grantee if there is a delay in the release of these funds from the Federal Government or reasonable delays in the completion of the activities outlined in Part III - Scope of Work.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

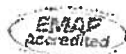
This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from September 1, 2011, to December 31, 2013.

PART III - Scope of Work

The FFY 2011 UASI program is intended to enhance regional preparedness efforts and enhance homeland security capacity. All program deliverables and capacity enhancements are tied directly to the Investment Justification submitted by the Grantee and approved by the Federal Emergency Management Agency, Grant Programs Division (GPD). The Grantee must use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.



The Budget Detail Worksheet, provided in Attachment A, outlines the costs required by the Grantee to complete the Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet with each revised Budget Detail Worksheet and as outlined in Part V – Reports.

The Project Implementation Worksheet, provided in Attachment C, provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goal of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$32,006,001.00**.

PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance.

STANDARD ASSURANCES: The Grantee assures that all allocations and use of funds will be in accordance with applicable grant guidance and application kits. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2013**. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement. The Grantee must follow the retention and access requirements for records [44 CFR part 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All sub-grants issued by the Grantee to this Agreement in excess of \$25,000.00 must be approved by the Grantor. The Grantee shall assure sub-grants are in compliance with 44CFR Part 13.37.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

- A. **Administrative Requirements**
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- B. **Cost Principles**
 - 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in 6 CFR Part 9, Restrictions Upon Lobbying, 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

DUPLICATION OF BENEFITS: The Grantee may not duplicate any Federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period the following documentation: (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work and (2) Budget Detail Worksheet and Discipline Allocation Worksheet (Attachment A and B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this Agreement to support the completion of other federal and state reporting requirements. The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31). For Agreements with a compensation amount equal to or greater than \$25,000.00, the Grantee shall provide a quarterly update of the Project Implementation Worksheet to the Grantor with fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee will submit to the Grantor, evidence the Grantee has complied with DHS FEMA GPD documentation and reporting requirements as outlined in the appropriate grant guidance and policies of the Grantor that govern the use of training and/or exercise funds. Grantees must submit via Web-Forms to the Grantor, within 30 days after attendance in training, all training not provided by DHS FEMA GPD, but supported with federal preparedness funds. Exercises conducted with federal grant funds must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and policies of the Grantor. Additionally, the Grantee must submit to the Grantor within 45 days of the exercise a final After Action Report/Improvement Plan.

LOBBYING: The Grantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

- (a) No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- (b) If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"
- (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement that, if it is, susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee will comply with all applicable Federal Statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

All publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

POSSESSION OF EQUIPMENT: Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and

dispose of equipment acquired under a Federal grant in accordance with Federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Grantee understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills and should involve disability inclusion experts as partners across all aspects of emergency planning.

PART VI – Special Conditions for 2011UASI

EHP Assessment. Pending approval of all required Environmental and Historic Preservation (EHP) assessments, \$6,283,348.00 of these grant funds are being held on Special Condition. The Grantor transfers this requirement to the Grantee, allowing up to six months after execution of this Agreement for completion, submission to the Grantor, and approval by FEMA of the Screening Memos and any other required supporting documents for the two projects (The O'Hare Terminal camera surveillance project (\$1,913,348.00) and Operation Virtual Shield (\$4,370,000.00)) for which EHP assessments are a requirement.

Establish the UAWG. The Grantee shall define membership in the UAWG which provides either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement) that comprise the defined Urban Area. *It must also be inclusive of local MMRS and Citizen Corps Council representatives.* The UAWG shall also support State efforts to develop or revise the State Preparedness Report particularly as it relates to UASI activities. An overview of the UAWG structure and the most current list of members and their associated jurisdictions must be provided to the Grantor.

Governance (UA Charter). The UAWG shall be responsible for coordinating the development and implementation of all program initiatives. The UAWG shall ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be on file with the Grantor prior to drawing down FFY2011 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

UASI Allocation of funds. The use and allocation of all grant funds available through the FFY 2011 UASI program must focus on the Investments identified in the Urban Area's Investment Justification and the implementation of the validated Urban Area Homeland Security Strategy. The use of funds must also be consistent with the State Homeland Security Strategy, the State Preparedness Report, the National Preparedness Guidelines, Target Capabilities List (TCL) and UASI program guidelines. Funds used to support Citizen Corps related efforts, such as citizen preparedness, volunteer participation, and the integration of nongovernmental resources should be coordinated with Citizen Corps Councils. The UAWG, in coordination with the Grantor, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations within the 45-day time period allotted for the State to obligate funds to subgrantees or the SAA (Grantor) must make the allocation determination.

Urban Area Homeland Security Strategy. Urban Areas must utilize their Urban Area Homeland Security Strategy as the basis for requesting funds to support Investments identified in their UASI IJ. There must be a clear correlation between the goals, objectives, and priorities identified in the Urban Area Homeland Security Strategy and proposed FFY 2011 UASI program activities. In addition, the Urban Area Homeland Security Strategy must also be consistent with and supportive of the State Homeland Security Strategy. All Urban Areas receiving funding in FFY 2011 must have an approved Urban Area Homeland Security Strategy. The Grantee shall provide the Grantor a revised Urban Area Strategy prior to drawing funds.

PART VII – Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee shall permit the Grantor, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use for which grant funds were provided.

The Grantee certifies under oath that all information in the grant agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee assures that no federal employees will receive funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program.

The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Grantor.

The Grantee may not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

The Grantee assures that any public works project supported with funds received through Agreement employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with State funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

The Grantee will comply with grant program guidance applicable to this agreement and all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

If applicable, Grantee assures that all cost sharing or matching funds claimed against FEMA meet the requirements of the program guidance and/or program regulations, 44 CFR 13 and 2 CFR 225. Costs must first be reasonable, allowable, allocable, and necessary, and every item must be verifiable (i.e. tracked and documented). Except as provided by federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

PART VIII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantee agrees that all funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 36-6005820 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee has filed with the Internal Revenue Service as a (please check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation |

Part IX - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and

(B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency


By: 
Jonathon E. Monken, Director

DATE: 2/28/12

Grantee: City of Chicago, Office of Emergency Management and Communications

By: 
Gary W. Schenkel, Executive Director

DATE: 2-9-2012

By: 
Todd Miller, Chief Fiscal Officer

DATE: 2/23/12

By: 
Jenifer Johnson, Chief Legal Counsel

DATE: 2/24/12

11UASICHIC

Vendor Profile: Certifications

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Business Name: **Ub Tech, Inc.**

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Current Certifications ?

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
MBE	Recertification/ Renewal/ Annual	8/15/2012	8/15/2013	8/15/2017	City of Chicago	Olga Bernick	View Edit
WBE	No Change Affidavit	11/22/2006	6/1/2013	6/1/2013	City of Chicago	Mary Elliott	View Edit

Applications ?

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Awaiting App Documents	5616070	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 5/9/2013 Submitted: 5/9/2013	Bhuvanewari Subramaniam	View

Pending/In Process Certifications ?

Type	Action	Application Date	Organization	Reviewer	Actions
WBE	Recertification/ Renewal/ Annual	2/17/2012	City of Chicago	Denise Williams	Process

Other Certifications ?

Status	Type	Action	Action Date	Cert Dates	Organization	Reviewer	Actions
Deactivated	MBE	No Change Affidavit	9/22/2012	Cert: 11/22/2006 Renew: 10/1/2012 Exp: 10/1/2012	City of Chicago	Mary Elliott	View Edit
Deactivated	MBE	Recertification/ Renewal/ Annual	2/4/2011	Cert: 3/13/2009 Renew: 2/1/2011 Exp: 2/1/2012	City of Chicago	Chana Chapple	View Edit
Deactivated	WBE	Recertification/ Renewal/ Annual	2/4/2011	Cert: 3/13/2009 Renew: 2/1/2011 Exp: 2/1/2012	City of Chicago	Chana Chapple	View Edit
Deactivated	MBE	Recertification/ Renewal/ Annual	3/31/2009	Cert: 11/22/2006 Renew: 4/1/2009 Exp: 2/1/2012	City of Chicago	Chana Chapple	View Edit
Deactivated	WBE	Recertification/ Renewal/ Annual	3/31/2009	Cert: 11/22/2006 Renew: 4/1/2009 Exp: 2/1/2012	City of Chicago	Chana Chapple	View Edit

Customer Support

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Vendor Profile: Certifications

Help & Tools 

Business Name: **LG Associates, Inc., DBA Asen Computer Associates**

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- [Comments](#) | [Reviews](#) | **[Certifications](#)** | [Contracts](#) | [Concessions](#) | [Site Visits](#) |

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Current Certifications ?

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
WBE	No Change Affidavit	3/14/2013	9/1/2013	9/1/2013	City of Chicago	Byron Letcher	View Edit

Applications ?

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Processing Complete, Decision Made	1638297	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 8/16/2012 Submitted: 8/16/2012 Received: 2/9/2013	Lana Gertz	View
Processing Complete, Decision Made	6897495	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 7/5/2011 Submitted: 7/5/2011 Received: 7/22/2011	Lana Gertz	View
Submitted, Pending Receipt	7284149	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 5/9/2013 Submitted: 5/9/2013	Lana Gertz	View

Other Certifications ?

Status	Type	Action	Action Date	Cert Dates	Organization	Reviewer	Actions
Deactivated	WBE	No Change Affidavit	3/19/2013	Cert: 8/18/2011 Renew: 10/1/2012 Exp: 9/1/2013	City of Chicago	Felicia Hinton	View Edit
Deactivated	WBE	Recertification/ Renewal/ Annual	8/18/2011	Cert: 10/7/2009 Renew: 9/1/2011 Exp: 9/1/2013	City of Chicago	John Stewart, Jr.	View Edit
App. Closed	WBE	No Change Affidavit	7/11/2011	-	City of Chicago	Michelle Ringold	View Edit
Deactivated	WBE	New	10/26/2009	Cert: 9/1/2008 Renew: 11/1/2009 Exp: 9/1/2013	City of Chicago	John Stewart, Jr.	View Edit

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG 24 2012

Bhuvanewari Subramaniam
UbTech, Inc.
3420 Redwing Drive
Naperville, Illinois 60564

Annual Certificate Expires: August 15, 2013

Dear Ms. Subramaniam:

We are pleased to inform you that Ub Tech, Inc. has been re-certified as a Women Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until August 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by August 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by June 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise if you fail to:

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

AUG 24 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

~~NAICS Code – 541512 – Computer Software Consulting Services or Consultants~~
NAICS Code – 541612 – Personnel Management Consulting Services

Your firm's participation on City contracts will be credited only toward Minority and Women Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 14 2013

Lana Gertz
LG Associates, Inc. DBA Asen Computer Associates
900 N. National Parkway #155
Schaumburg, IL 60173

Certificate Expires: September 1, 2013

Dear Lana Gertz:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **September 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **July 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

MAR 14 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

Support Services, Computer; Programming Services, Computer

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JR/bl



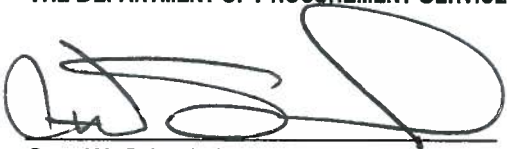


OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Reference No. 13-00187

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Gary W. Schenkel, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: May 31, 2013

SUBJECT: **Non Competitive Solicitation, Conditional Approval**
New Sole Source Agreement: Oracle America, Inc.
Consulting Services for Enhancement of CPD/CLEAR Systems
Requisition: 81451, Specification No.117209

The Office of Emergency Management and Communications (OEMC) respectfully request the attached packet for consideration to meet the "conditional approval requirements" as noted by the Non-Competitive Review Board (NCRB), which met on Tuesday, May 7, 2013. The OEMC's submission request to the NCRB was for a new contract to be performed by Oracle America, Inc. Oracle provides consulting services for maintenance, ongoing developments and enhancements to Chicago Police Department's (CPD) CLEAR Systems (Citizen and Law Enforcement Analysis and Reporting).

The following are the listed conditions and OEMC'S status response:

- **NCRB Justification Form, Revisions due to typos**
Attached
- **Oracle's Price Quote, Revision to delete any reference the word "materials"**
Attached
- **Insurance Certificate, Expiring Policy Coverage**
No policies are issued prior to the expiration date of existing policy's expiration. Oracle has committed to issuing updated insurance certificates for the applicable coverage requirements date of June 1 2013. Issuance of new certificates will be available ten (10) days after the original policy's expiration date.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Existing policies will not incur any lapse of coverage. Therefore, the OEMC anticipates receipt of new insurance certificates by June 10, 2013.

Attached

- **Minority and Women Business Enterprise (M/WBE) Re-Certification Status Expiration**
Oracle is committed to fulfilling the set goals of 25% MBE: Ub Tech, Inc. and 5% WBE: LG Associates, Inc. Oracle's selected M/WBE firms have been contacted regarding their re-certification status expiring in the next 120 days (August 15th, Ub Tech, Inc. and September 1st, LG Associates, Inc.). Ub Tech, Inc. is in the process of submitting their filing the application. LG Associates has submitted their filing of application.

Attached

Please consider these re-submittal submissions for the NCRB Evaluation Committee's; OEMC anticipates approval to be granted.

If you should have any questions, please feel free to contact Lorel Blameuser at (312) 746-9421. Thank you.

Attachment(s)

cc: Monica Jimenez, DPS