Addendum A

Addendum to Ordering Document

By this Addendum, Oracle Corporation (hereinafter "Vendor") and the Chicago Housing Authority (hereinafter the "CHA") agree that certain terms and conditions set forth in the Software License and Services Agreement SL5A-35598-19-NOV-98 (hereinafter the "Agreement") between the City of Chicago and Oracle shall be modified in accordance with Section 18.10 of the Agreement, and shall apply to the CHA's license as detailed in Vendor's "Ordering Document" with the CHA, which is attached hereto and incorporated herein. The parties acknowledge that CHA shall have all the rights and obligations of a Customer, as defined in the Agreement, with regard to Vendor's Ordering Document relating to CHA's purchase of Vendor's licenses.

5.2A The last sentence of Section 5.2(A) is deleted in its entirety and replaced by the following: Vendor confirms that, as of the Effective Date of the Ordering Document, each of the programs indicated within the Oracle Ordering Document, regarding the CHA's purchase of Vendor software, will operate on a Sun Solaris hardware/software combination and Microsoft Windows NT/2000/XP as specified.

5.2I This section is replaced by the following: Disclaimers. VENDOR DOES NOT WARRANT PURSUANT TO THIS AGREEMENT THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. PRE-PRODUCTION RELEASES OF PROGRAMS AND COMPUTER-BASED TRAINING PRODUCTS ARE DISTRIBUTED "AS IS," EXCEPT AS PROVIDED IN THIS SECTION 5.2. NEITHER PARTY MAKES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS AGREEMENT.

6.2 Taxes. The first sentence of section 6.2 is deleted in its entirety and is replaced by the following: The parties acknowledge that federal excise tax does not apply to materials purchased by CHA by virtue of Exception Certificate 36-6000618 and that the State of Illinois Sales Tax does not apply by virtue of Exception Certificate No. ES99801874-01.

13 Vendor acknowledges that it will comply, in all material respects, with the CHA's Ethics policy. CHA agrees that it shall promptly notify Oracle when a material change has been made to CHA's policy.

18.2 City Authority; Funding; Non-Appropriation. The source of funds for payments identified in the Agreement is not applicable to this Customer. The payments to be made under this Ordering Document must not exceed $591,211.49, reflecting the total price of Customer's Ordering Document, without a written amendment in accordance with Section 18.10. CHA agrees that it shall not enter into an ordering document or issue a purchase order if sufficient appropriation therefore has not been made.
18.3 Notices. Notices to the Customer shall include:

Information Technology Services
626 W. Jackson Blvd.
Chicago, IL 60661
Attn: Chief Information Officer (CIO)

Department of Procurement and Contracts
625 W. Jackson Blvd.
Chicago, IL 60661
Attn: Director of Procurement and Contracts

Office of the General Counsel
200 W. Adams
Suite 200
Chicago, IL 60606
Attn: General Counsel

18.11 Conflict. Notwithstanding the provisions of this section, the terms of the Ordering Document and Addendum A shall take precedence over the terms of this Agreement.

20 Federal Contract Terms and Conditions Pursuant to 24 C.F.R. 85.36 et seq.

A. The Customer may directly or through an independent third party, audit Vendor's books and records pertaining to Vendor's performance under this Agreement, which audit shall be conducted at reasonable times and shall not unreasonably interfere with the conduct of Vendor's business. Customer agrees that it shall provide Vendor with reasonable advance written notice of any such audit.

B. The Vendor shall maintain its books and records and adopt a system of accounting in accordance with generally accepted accounting principles and practices to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with the Vendor's performance under this Agreement. Vendor further agrees that it will permit access by the Customer, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, at reasonable times and after reasonable prior written notice to Vendor, to any books, records, documents, paper, and records of Vendor which are directly pertinent to the Ordering Document, for the purpose of making audit, examination, excerpts and transcriptions. Vendor agrees that it will retain all pertinent document and records relating to the Ordering Document and its performance thereunder for a period of three (3) years after final payment for products or services thereunder and all other pending matters are closed.

C. Vendor shall comply with all applicable mandatory standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section

D. Vendor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

E. The parties acknowledge that the Department of Housing and Urban Development may, from time to time, impose requirements and regulations with respect to reporting. Vendor agrees that it shall comply with any such regulations to the extent that they are applicable to its performance obligations under the Ordering Document, provided that, in the event that any such regulations impose a material obligation on the part of Vendor, Vendor may, as its sole remedy, terminate its continuing performance obligations under the Ordering Document. Such termination may not extend to a termination of the Program licenses granted in the Ordering Document.

21 Vendor and Customer acknowledge that the Ordering Document is for the license of certain of Vendor's off-the-shelf software programs and the provision of technical support services related thereto, and therefore all patent rights, copyrights and other intellectual property rights relating thereto are retained by Vendor.

In addition to the foregoing, CEA acknowledges that it has, prior to the execution of this Addendum, received delivery of all software media required for the Programs being licensed on the Ordering Document.

IN WITNESS WHEREOF, the Chicago Housing Authority and Oracle, have executed this Addendum to Software Licence and Services Agreement SLSA-35598-19-NOV-98 as of this 10th day of June, 2002.

CHICAGO HOUSING AUTHORITY

By: [Signature]
Date: 6/10/02

ORACLE CORPORATION

By: [Signature]
Date: 6/11/02
SOFTWARE LICENSE AND SERVICE AGREEMENT

between

ORACLE CORPORATION

and

CITY OF CHICAGO
Department of Business and Information Services

DATED AS OF NOVEMBER 19, 1998

Contractor No. 1031093A
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement"), dated as of November 19, 1998, is between Oracle Corporation, a Delaware corporation ("Vendor"), and the City of Chicago, a municipal corporation of the State of Illinois ("Customer").

1. DEFINITIONS

1.1. "Business Day" shall mean any day (other than a Saturday, Sunday or official holiday of Customer) on which the offices of Customer are generally open for the conduct of substantially all of their business.

1.2. "Commencement Date" means the date on which the Programs are delivered by Vendor to Customer or, if no delivery is necessary, the effective date set forth on the relevant Order Form.

1.3. "Computer Virus" shall mean any computer program attached to or a section of code hidden within software that performs a function which adversely affects Customer's computer systems.

1.4. "Designated System" means the computer hardware and operating system as designated by Customer on the relevant Order Form.

1.5. "Disabling Code" shall mean any computer instructions that are designed to alter, destroy or inhibit, or which are designed to permit unauthorized access to the Programs or through the Programs to Customer's processing environment.

1.6. "Documentation" means the user guides and manuals for installation and use of the Program software. Vendor will provide the Documentation in CD-ROM or bound form, whichever is generally available.

1.7. "Order Form" means that document in hard copy or electronic form by which Customer orders Program licenses and services, and which is agreed to by the parties. The Order Form shall reference the date of this Agreement and specify the fees for such licenses and services.

1.8. "Program" means the software in object code form distributed by Vendor for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Updates therefor. Program(s) shall be listed in Attachment A to this Agreement.

1.9. "Technical Support" means Program support provided under Vendor's policies as described on Attachment B which shall be provided for the fees indicated on Attachment B.
1.10. "Update" means a subsequent release of the Program which Vendor generally makes available for Program licenses at no additional license fee other than media and handling charges, provided Customer has ordered Technical Support for such licenses for the relevant time period. Update shall not include any release, option or future product which Vendor licenses separately.

2. PROGRAM LICENSE

2.1. Rights Granted. Vendor grants to Customer a nonexclusive, perpetual license to use the Programs specified in an Order Form under this Agreement, as follows:

A. to use the Programs solely for Customer's operations on the Designated System, or on a backup system if the Designated System is inoperative, consistent with the use limitations specified or referenced in this Agreement. Customer may not relicense, rent or lease the Programs or use the Programs for third-party training (other than as described in Section 2.1.E), commercial time-sharing or service bureau use;

B. to use the Documentation provided with the Programs in support of Customer's authorized use of the Programs;

C. to copy the Programs for archival or backup purposes, and to make a sufficient number of copies for the use specified in the Order Form (provided that all titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies);

D. to modify the Programs and combine them with other software products; and

E. to allow third parties to use or access (including such third party's receiving training on) the Programs for Customer's operations so long as Customer notifies such third parties of the use requirements required by the terms of this Agreement and requires such third parties to agree to comply with such requirements. The agreement with the third party shall provide that Vendor is a third party beneficiary of such agreement.

2.2. Reproduction of Programs. Customer shall not copy or use the Programs (including the Documentation) except as specified in this Agreement or an Order Form. Customer shall have no right to use any software program that may be delivered with the ordered Programs.

2.3. Reverse Engineering. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs, except to the extent required to obtain interoperability with other independently created software or as specified by law.

2.4. Proprietary Rights. Vendor shall retain all title, copyright and other proprietary rights in the Programs. Customer shall not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.
2.5. Representation of Vendor. Vendor represents to Customer that Vendor has all rights necessary for Vendor to license the Programs to Vendor.

2.6. Transfer and Assignment. Customer may transfer a Program license within its organization upon notice to Vendor. Such transfers are subject to the terms and fees specified in Vendor's transfer policy in effect at the time of the transfer. Neither party shall assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for in this Agreement or without the express consent of the other party. Any such attempted assignment, delegation or transfer shall be null and void and of no effect. Notwithstanding the foregoing provisions of this Section 2.6, Customer may permit the Programs to be run on a Designated System owned by an entity to which Customer outsources the operation of the hardware on which the Programs will operate provided that (i) such entity agrees in writing to only use the Programs for the benefit of the Customer as permitted by this Agreement and to be bound by terms substantially similar to the terms specifying Customer's obligations pursuant to this Agreement, (ii) Vendor is made a third party beneficiary of such agreement and (iii) such entity is not Microsoft Corporation, Sybase, Inc. or Informix Corporation.

2.7. Verification. In the event Vendor has reasonably determined that Customer has failed to comply with the terms of this Agreement, Vendor may, upon reasonable prior written notice to Customer (but in any event not less than 3 Business Days prior to such audit) audit Customer's use of the Programs. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees, Customer shall be invoiced for such underpaid fees. Audits shall be conducted not more than once annually.

3. SUPPORT SERVICES; TRAINING.

3.1. Technical Support. Vendor shall provide to Customer the Technical Support services specified on Attachment B under Vendor's Technical Support policies described on Attachment B, as such policies may be amended from time to time by agreement of the parties.

3.2. Training. Vendor shall provide to Customer the training services described on Attachment C in the manner and for the fees provided for on Attachment C.

3.3. Separate Consulting Services. Any consulting services acquired from Vendor shall be bid separately from any Program licenses, and Customer may acquire consulting services or Program licenses without acquiring the other.
4. TERM AND TERMINATION

4.1. Term. If not otherwise specified on the Order Form, this Agreement and each Program license granted under this Agreement shall continue perpetually unless terminated under this Article 4.

4.2. Termination by Customer. Customer may terminate any Program license or any service at any time; however, termination shall not relieve Customer's obligations specified in Section 4.3.

4.3. Effect on Termination. Termination of this Agreement, any license or any service shall not limit either party from pursuing other remedies available to it, including injunctive relief. The parties' rights and obligations under Section 2.3, Section 2.4, Section 4.3, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14, Article 15, Article 16, Article 17 and Article 18 shall survive termination of this Agreement. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable Programs. Customer shall remain liable for the fees which have accrued or are otherwise owed by Customer as of the date of termination.

4.4. Termination by Vendor. Vendor may terminate this Agreement, a Program license, Technical Support or training (in each case as provided in (A) or (B) of this Section 4.4) upon written notice if Customer Materially Breaches this Agreement and fails to correct the Material Breach within the period of time specified in (A) or (B); as applicable, of this Section 4.4 following written notice from Vendor specifying the breach. Vendor may only terminate the Agreement, a Program license, Technical Support or training for a "Material Breach" as defined in this Section 4.4. For purposes of Vendor termination under this Agreement, "Material Breach" and "Materially Breaches" under this Section 4.4 shall be defined as:

A. Customer's failure to pay amounts due Vendor pursuant to the terms of this Agreement and its continued failure to make such payments (or to give notice to Vendor that such amounts are in dispute, such determination to be made by Customer in good faith) within forty-five (45) days following a notice to Customer from Vendor specifying Customer's failure to make such payments. In such event, Vendor may by written notice, as applicable, terminate the license rights granted in Section 2 for the Programs to which such payments relate, terminate the Technical Support to which such payments relate, or terminate the training services to which such payments relate.

B. Customer's use of Vendor's Programs in violation of Section 2.1, Section 2.2 or Section 2.3 or Customer taking action inconsistent with Vendor's rights under Section 2.4 and Customer's failure to Correct such violations within forty-five (45) days following receipt of a notice from Vendor specifying such violations. "Correct" as used in the preceding sentence shall be limited to Customer taking best efforts to correct such violations.
as are within the reasonable control and authority of Customer to correct (such as instructing employees to cease infringing activities, taking disciplinary action against employees who fail to cease infringing activities following such instruction, instructing third parties to cease infringing activities and exercising contractual rights as are reasonably available to Customer pursuant to the terms of an agreement between Customer and a third party who fails to cease infringing activities following such instruction).

5. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity.

A. Vendor will defend, indemnify and hold harmless Customer, its officials, agents and employees against a claim that the Programs infringe copyright, trademark, patent, trade secret or other intellectual property rights of others. Customer shall notify Vendor in writing of any third party claim which Customer believes may be subject to indemnification pursuant to this Section 5.1 within a reasonable time following Customer's written notification of such claim; provided, however, that a delay on the part of the Customer in notifying Vendor shall not relieve Vendor of its obligations pursuant to this Section 5.1 unless (and then solely to the extent) that Vendor is prejudiced by such delay. Customer shall allow Vendor to control the defense and related settlement negotiations of any claim for which Customer seeks indemnification. Vendor may not settle any other claim or consent to any judgment which obligates Customer to take any independent action. Vendor shall not settle any other claim or consent to any judgment which obligates Customer to take any independent action. Vendor shall remain liable to Customer pursuant to this Section 5.1 if any settlement or consent to judgment does not fully indemnify Customer for all indemnifiable losses. Customer may participate in its defense with counsel of its choosing and at its expense. If Vendor shall fail to assume any defense of a claim following notice by Customer, Customer may undertake to defend or settle such claim on behalf of and for the account of Vendor. To the extent permitted by law, each party shall make available to the party defending a third party claim subject to indemnification under this Section 5.1 any available defenses. Each party shall reasonably cooperate with the other party in connection with the defense of any third party claim subject to indemnification under this Section 5.1 and shall provide all information and assistance reasonably requested for defense of any such third party claim. All actual, reasonable expenses (i.e., out-of-pocket expenses such as expenses for travel, lodging, meals, outside copying services) incurred by Customer in providing information and assistance to Vendor in connection with the defense of any third party claim subject to indemnification under this Section 5.1 shall be at the expense of Vendor.

B. Vendor shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs to the extent the infringement would have been avoided by the use of a subsequent unaltered release of the Programs which Vendor provided to Customer prior to the infringement; provided, however, that Vendor shall incur the additional costs to implement such a release beyond the costs Customer will incur to implement Updates provided to the Customer under Technical Support.
C. Payments due Customer based upon the indemnification obligations of Vendor are considered direct damages and, except with regard to termination of Customer’s use of infringing Programs as provided in Section 5.1D, are not subject to any limitations or excusal of liability under this Agreement (including, without limitation, Section 5.1E and Section 7) without regard to the nature of the third party claim giving rise to the indemnification obligation.

D. If the Programs are held or are reasonably believed by either Vendor or Customer to infringe, Vendor shall have the option, at its expense, to (a) modify the Programs to be noninfringing provided that such modification does not materially degrade the functionality of the Programs; or (b) obtain for Customer a license to continue using the Programs. If Vendor cannot perform either of the foregoing options using its commercially reasonable best efforts, Vendor may terminate the license for the infringing Programs upon twelve (12) months notice to Vendor and, in such event, shall refund to the Customer an amount equal to three (3) times the license fees paid for those Programs.

E. Subject to Section 5.1C, Vendor’s liability to Customer for infringement shall not exceed three (3) times the fees paid by Customer under this Agreement. The amounts specified in this Section 5.1 shall not be included in the calculation of the limitation of liability provided for in Section 7.1.

F. This Section 5.1 states Vendor’s entire liability and Customer’s exclusive remedy for infringement.

5.2. Warranties, Representations and Disclaimers.

A. Vendor warrants for a period of one year from the Commencement Date that each unmodified Program license will perform the functions described in the Documentation on any hardware/operating system combination on which Vendor has indicated that such Program will perform such functions. Vendor confirms that each of the Programs indicated on Attachment A will operate on the hardware/operating system described on Attachment A.

B. Vendor warrants the tapes, diskettes, and CD-Rom and other media on which the Programs are furnished shall be free from defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Vendor warrants that its Technical Support will be performed in a professional and workmanlike manner, in accordance with all applicable industry and professional standards.

D. Vendor represents that as of the Commencement Date it has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against Vendor in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality,
domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor’s ability to perform its obligations under this Agreement.

E. Vendor represents and warrants that Vendor will use commercially reasonable best efforts to ensure that the Programs are free of Computer Viruses. Vendor will also maintain a master copy of the appropriate versions of the Programs, free of Computer Viruses. If Customer believes a Computer Virus may be present in the delivered Programs, then upon Customer’s request, Vendor will provide a master copy to Customer for comparison with and correction of Customer’s copy of the Programs.

F. Vendor represents and warrants that it will not, directly or through a third party, knowingly remove, alter, change or interface with any Program for the purpose of preventing Customer from utilizing such Program.

G. Vendor represents and warrants that it will not knowingly cause any Disabling Code to be incorporated into the Programs.

H. Vendor warrants that the current production version of the Programs will meet the following definition of millennium compliance when configured and used according to the documented instructions. The definition of millennium compliance is the ability to:

(a) correctly handle date information before, during and after 1 January 2000, accepting date input, providing date output and performing calculation on dates or portions of dates;

(b) function according to the Documentation, during and after 1 January 2000 without changes in operation resulting from the advent of the new century, assuming correction configuration;

(c) where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner;

(d) store and provide output of date information in ways that are unambiguous as to century;

(e) manage the leap year occurring in the year 2000, following the quadcentennial rule.

The following states Customer’s exclusive remedy for a material breach of the Year 2000 warranty specified in this Section 5.2.H. Vendor will correct Program errors that cause the breach of the Year 2000 warranty, or, failing that, Vendor will pay Customer the actual, reasonable cost of replacing the off-the-shelf Program with the off-the-shelf Year 2000 compliant software, if:
(i) such a Year 2000 error in the Program causes a material and adverse loss of service of the Program; and

(ii) Vendor has not provided Customer with a patch, fix or Update to the Program to meet this Year 2000 warranty within a commercially reasonable period of time after receiving written notification of such Year 2000 error; and

(iii) Customer then replaces the Program primarily as a result of the breach of the Year 2000 warranty.

Except as set forth in this Section 5.2.H, Vendor shall have no liability for any Year 2000 related defect or problem in any Customer software, systems or system components, or in interoperability of the Programs licensed hereunder with any other systems or system components.

I. Disclaimers. VENDOR DOES NOT WARRANT PURSUANT TO THIS AGREEMENT THAT THE PROGRAMS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN ATTACHMENT A OR IN THE DOCUMENTATION OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. PRE-PRODUCTION RELEASES OF PROGRAMS AND COMPUTER-BASED TRAINING PRODUCTS ARE DISTRIBUTED "AS IS." EXCEPT AS PROVIDED IN THIS SECTION 5.2, NEITHER PARTY MAKES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS AGREEMENT.

5.3. Remedies

For any breach of the warranties contained in Sections 5.2.A, B and C, Customer's exclusive remedy, and Vendor's entire liability, shall be:

A. For Programs. The correction of Program errors that caused breach of the warranty, or if Vendor is unable to make the Program operate as warranted within thirty (30) days of such breach, Customer shall be entitled to terminate the Program license and either (i) recover the fees paid to Vendor for the Program license or (ii) pursue any other remedy available at law or equity (subject to Section 7 hereof).

B. For Media. The replacement of defective media returned within ninety (90) days of the Commencement Date.
C. For Services. The reperformance of the services, or if Vendor is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Vendor for the unsatisfactory services.

6. PAYMENT PROVISIONS

6.1. Invoicing and Payment. All fees shall be due and payable 60 days from the invoice date. All invoices should be submitted in triplicate. Customer agrees to pay applicable media and shipping charges. Customer shall issue a purchase order ordering the Programs pursuant to an Order Form on or before the effective date of the applicable Order Form. If Customer overpays any amounts to Vendor, Vendor shall promptly notify Customer of such overpayment.

6.2. Taxes. The parties acknowledge that federal excise tax does not apply to materials purchased by the Customer by virtue of Exception Certificate No. 36-600005820 and State of Illinois Sales Tax does not apply by virtue of Exception Certificate No. E9998-1874-01. The fees do not include sales, use, property, value-added or other taxes assessed against Customer based on (i) the licenses granted to Customer under this Agreement, (ii) Customer’s receipt of the services provided under this Agreement, or (iii) Customer’s use of such licenses or the services provided under this Agreement. If Vendor is required to pay any of the taxes described in the preceding sentence, then such taxes shall be billed to and paid by Customer. Except as may be otherwise expressly provided in this Agreement, all amounts payable pursuant to this Agreement are inclusive of all other taxes, including all taxes assessed against Vendor as a provider of licenses or services and all taxes based on Vendor’s income.

7. EXCULPATION AND LIMITATION OF LIABILITY

7.1. Limitation of Liability. Except as provided in Section 5.1, neither party’s liability for damages hereunder shall in any event exceed the amount of fees paid by Customer under this Agreement. The provisions of this Agreement allocate the risks between Vendor and Customer. Vendor’s pricing reflects this allocation of risk and the limitation of liability specified herein.

7.2. Exculpation of Liability. Subject to the following sentence and Section 5.1, in no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party under this Agreement, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. The exculpation of liability referred to in the foregoing sentence does not apply to liability resulting from fraud, gross negligence, willful misconduct (including intentional breach of the Agreement) or willful misrepresentation.
8. **SUBCONTRACTORS**

Vendor may not subcontract any of Vendor's obligations or use any subcontractor for the performance of the services under this Agreement.

9. **SALARIES AND WAGES**

Vendor shall pay all salaries and wages due all employees performing services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations.

10. **NON-LIABILITY OF PUBLIC OFFICIALS**

Neither Vendor nor any assignee of the Vendor shall charge any official, employee or agent of Customer personally with any liability or expenses of defense or hold any of them personally liable under any term or provision of this Agreement, or as a result of Customer's execution or attempted execution, or because of any breach of this Agreement.

11. **NONDISCRIMINATION**

11.1. **Federal Requirements.** Vendor acknowledges that it is an unlawful employment practice for the Vendor (a) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or (b) to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals' race, color, religion, sex, age, handicap/disability or national origin. Vendor shall comply with, and the procedures utilized and services provided under this Agreement shall comply with, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; and 41 C.F.R. Part 60 et seq. (1990).

11.2. **State Requirements.** Vendor shall comply with, and the procedures utilized by it and the services provided by it under this Agreement shall comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity
Clause, 5 Ill. Admin. Code § 750 Appendix A. Furthermore, the Vendor shall comply with the Discrimination in Public Agreements Act, 775 ILCS 10/0.01 et seq. (1990), as amended.

11.3. City Requirements. Vendor shall comply with, and the procedures utilized and services provided under this Agreement shall comply with, the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended. Further, Vendor shall furnish and shall furnish such reports and information as requested by the Chicago Commission on Human Relations.

11.4. Subcontractors. Vendor shall incorporate all of the provisions of this Article 11 in all agreements entered into with any suppliers of materials, furnisher of services, subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement.

12. DISPUTES

12.1. Sole and Exclusive Venue. Each party, pursuant to 735 ILCS 105/5-10, irrevocably agrees that any legal action, suit or proceeding brought by it that in any way arises out of this Agreement ("Proceeding") must be litigated exclusively in the Circuit Court of Cook County of the State of Illinois or the federal courts of the Northern District of the State of Illinois ("Illinois Courts"). Each party hereby irrevocably and unconditionally:

(a) submits to the jurisdiction of the Illinois Courts for any Proceeding;

(b) agrees not to commence any Proceeding, except in the Illinois Courts;

(c) waives, and agrees not to plead or to make, any objection to the venue of any Proceeding in the Illinois Courts;

(d) waives, and agrees not to plead or to make, any claim that any Proceeding brought in the Illinois Courts has been brought in an improper or otherwise inconvenient forum; and

(e) waives, and agrees not to plead or to make, any claim that the Illinois Courts lack personal jurisdiction over it.

12.2. Service of Process. Each party irrevocably agrees that, with respect to any Proceeding brought by another Party hereto, that such Party shall accept service of process if sent in accordance with the notice provisions set forth in Section 18.3 of this Agreement, as lawful notice of such Proceeding and, accordingly, shall submit to such Proceeding in the designated Illinois Court. Each such Party irrevocably waives his, her or its right to any other form of service of process provided by law.
13. ADDITIONAL MUNICIPAL CODE REQUIREMENTS

13.1. Ethics. Vendor warrants that (a) no officer, agent or employee of Customer is employed by Vendor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156), and (b) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of anyone associated with Vendor, as an inducement for the award of any order. Vendor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of the Municipal Code of Chicago (Chapter 2-156) is voidable by the Customer.

13.2. Inspector General. Vendor acknowledges that it is the duty of any bidder, proposer, or consultant and every applicant for certification or eligibility for a contract or program with the City of Chicago, and all officers, directors, agents, partners, and employees of any bidder, proposer, consultant, or such applicant to cooperate with the Inspector General of the City of Chicago in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Vendor acknowledges that it understands, and agrees to abide by, all provisions of Chapter 2-156 of the Municipal Code of Chicago.

13.3. MacBride Ordinance. Vendor acknowledges that the City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland. In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Vendor conducts any business operations in Northern Ireland, Vendor agrees to make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 III. Laws 3220).

14. CONFLICT OF INTEREST

14.1. No Personal Interest. No member of the governing body of Customer or other units of government and no other officer, employees, or agent of Customer or other unit of government who exercises any functions or responsibilities in connection with the services or deliverables to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of Customer or employee of Customer shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

14.2. Other Payments or Contracts. Vendor covenants that it presently has no direct or indirect interest and shall not acquire any interest, direct or indirect, in any project
or contract that would conflict in any manner or degree with the performance of its services under this Agreement.

15. MINORITY AND WOMEN'S BUSINESS ENTERPRISES COMMITMENT

In the performance of this Agreement, including the procurement and lease of materials or equipment, Vendor shall abide by the minority and women's business enterprise commitment requirements of the Chicago Municipal Code, ch. 2-92, sections 2-92-402 et seq. (1990), except to the extent waived by the Purchasing Agent. Vendor's completed Schedules C-1 and D-1 evidencing its compliance with this requirement are attached as Attachment B to this Agreement and, upon acceptance by the Purchasing Agent, shall be incorporated into and made a part of this Agreement. Vendor shall utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from Customer.

16. RIGHT OF OFFSET

16.1. General. With respect to any undisputed amount which is payable or reimbursable by Vendor to Customer pursuant to the terms of this Agreement, Customer may, upon notice to Vendor, deduct such amount from the fees (or other charges) otherwise payable or expenses otherwise owed to Vendor under this Agreement. If the amount offset is insufficient to cover the amounts due Customer, Vendor shall be liable for and must promptly remit to Customer the balance upon written demand for it by Customer. The right to offset in this Section 16.1 is in addition to and not a limitation of any other remedies available to Customer.


(a) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any right of set-off) available to Customer under the Agreement or permitted at law or in equity, Customer is entitled to set off a portion of the fees or other compensation due Vendor under the Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Vendor to Customer. For purposes of this Section 16.2(a), "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City of Chicago for which the period granted for payment has expired.
(b) Notwithstanding the provisions of Section 16.2(a), above, no such debt(s) or outstanding violation complaint(s) shall be offset from the Fees or any other compensation due Vendor under this Agreement if one or more of the following conditions are met:

(i) Vendor has entered into an agreement with the Department of Revenue, or other appropriate department of the City of Chicago, for the payment of all outstanding parking complaints and/or debts owed to the City of Chicago and Vendor is in compliance with such agreement;

(ii) Vendor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(iii) Vendor has filed a petition in bankruptcy and the debts owed the City of Chicago are dischargeable in bankruptcy.

17. INSURANCE

17.1. Insurance Coverage. Vendor shall provide and maintain at Vendor’s own expense, for so long as Customer is receiving training pursuant to this Agreement, Commercial General Liability Insurance for bodily injury, personal injury, and property damage liability in the amount of $5,000,000 covering Customer’s employees and third parties which receive training pursuant to this Agreement during the period for which such individuals are receiving training. Customer is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

17.2. Additional Insurance Requirements.

A. The Vendor acknowledges that it has furnished the City of Chicago, Department of Purchases, Contracts and Supplies, City Hall, Room 403, 121 North LaSalle Street 60602, original certificates of insurance, which are in force as of the date of this Agreement and copies of which are attached to the City of Chicago Insurance Certificate Form attached hereto as Attachment D and shall provide renewal certificates of insurance prior to the expiration of such insurance if the coverages have an expiration or renewal date occurring during the Term. The Vendor acknowledges that it has provided evidence of insurance on the City of Chicago Insurance Certificate Form, a copy of which is attached hereto as Attachment D. The Vendor agrees that the receipt of any certificate does not constitute agreement by Customer that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of Customer to obtain certificates or other evidence of insurance from Vendor shall not be deemed a waiver by Customer of any requirements for Vendor to obtain and maintain the specified coverages. The Vendor shall advise all insurers of the provisions of this Agreement regarding insurance.
by Vendor of non-conforming insurance shall not relieve Vendor of the obligation to provide insurance as specified in this Agreement. Vendor’s failure to fulfill the insurance conditions contained in this Article 17 shall constitute a violation of the Agreement, and Customer shall have the right to terminate the Agreement in accordance with Section 4.2 or to suspend until proper evidence of insurance is provided.

B. All insurance shall provide for sixty (60) days prior notice to be given to Customer in the event coverage is substantially changed, canceled, or not renewed.

C. All deductibles or self insured retentions on referenced insurance coverages shall be borne by Vendor.

D. Vendor shall require that insurers waive their rights of subrogation against the Customer, its employees, elected officials, agents, or representatives.

E. Vendor agrees that any insurance coverages or limits furnished by Vendor pursuant to this Agreement shall in no way limit the Vendor’s liabilities and responsibilities specified within this Agreement or by law. Any insurance or self insurance programs maintained by Customer shall apply in excess of and shall not contribute with insurance provided by Vendor under this Agreement.

F. The insurance required pursuant to this Section 17 shall not be limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement arising as a matter of law.

G. Notwithstanding anything to the contrary contained in this Agreement, The City of Chicago Risk Management Department shall have the right to request any modification, deletion, alteration or change to the insurance requirements provided for in this Article 17 and Vendor shall not unreasonably withhold or delay its consent to such request.

18. GENERAL TERMS

18.1. Confidentiality. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information of Vendor for purposes of this Section 18.1 shall be limited to the Programs and the terms and pricing under this Agreement.

"Confidential Information" shall not include information which is (a) developed by the other party independently as shown by such other party, (b) rightfully obtained by the other party without restriction from a third party, (c) publicly available other than through the fault or negligence of the other party, or (d) released by the disclosing party without restriction to anyone.
Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information (provided that such Confidential Information shall be protected in at least a reasonable manner). Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, agents or, with respect to Customer, other third parties having a "need to know" with respect to such purpose. Vendor shall advise each such subcontractor and agent of Vendor's obligations under this Agreement and require such subcontractors and agents to execute confidentiality agreements with terms substantially similar to the terms of this Section 18.1 and make Customer a third party beneficiary to such agreement. Customer shall advise its agents and third parties to whom Vendor's Confidential Information is disclosed of Customer's obligations under this Agreement, require such agents and third parties to execute confidentiality agreements with terms substantially similar to the terms of this Section 18.1 and make Vendor a third party beneficiary to such agreement. Except as otherwise required by the terms of this Agreement in the event of the expiration of this Agreement or termination of this Agreement for any reason, all Confidential Information of a party disclosed to and all copies thereof made by the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. An officer of the recipient of the Confidential Information shall provide to the disclosing party certificates evidencing such destruction. The obligations in this Section 18.1 shall not restrict disclosure by a party pursuant to (i) the Illinois Freedom of Information Act, codified at 5 ILCS 140/1 et seq. (or similar applicable federal or state law requirement) or (ii) otherwise pursuant to applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice and an opportunity to obtain a protective order to the non-disclosing party of such order in advance of disclosure pursuant to this subsection (ii)).

18.2. City Authority; Funding; Non-Appropriation. This Agreement is entered into by virtue of the home rule authority conferred on Customer under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq., as amended, and with the Chicago Municipal Code, as amended. The source of funds for payments under this Agreement is fund number 6920620059042014969506031. Payments under this Agreement must not exceed $2,760,434 without a written amendment in accordance with Section 18.10. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of Customer for payments to be made under this Agreement, then Customer will notify Vendor in writing of that occurrence within thirty (30) days of such occurrence; and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by Customer to fund payments under this Agreement. Customer shall not issue a purchase order or other ordering document for Programs, Technical Support or training
under this Agreement until funds have been appropriated for payment of such Programs, Technical Support or training.

18.3. Notices. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acceptances, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given to a party under this Agreement when (i) received by all of the recipients for such party listed below if sent by personal service, (ii) delivered to all of the recipients for such party listed below if sent by telecopy to the number specified below for each of the recipients of a party listed below and confirmed immediately in writing to all such recipients by a copy sent via nationally recognized overnight delivery service, or (iii) received by all of the recipients for such party listed below if sent by certified or registered mail, postage prepaid, return receipt requested:

In the case of Customer:

Business and Information Services
50 W. Washington St.
27th Floor
Chicago, Illinois 60602
Attention: Chief Information Officer
Phone Number: (312) 744-2611
Facsimile Number: (312) 744-8600

Purchasing Agent
Room 401, City Hall
Chicago, Illinois 60602
Phone Number: (312) 744-9750
Facsimile Number: (312) 744-0010

Corporation Counsel
Room 610, City Hall
121 N. LaSalle St.
Chicago, IL 60602
Phone Number: (312) 744-6901
Facsimile Number: (312) 744-5185

With a copy to:

Business and Information Services
50 W. Washington St.
27th Floor
Chicago, Illinois 60602
Attention: Kathryn Kustermann
Phone Number: (312) 744-2185
Facsimile Number: (312) 744-9004
In the case of Vendor:

Oracle Corporation
1910 Oracle Way
Reston, VA 20190
Phone Number: (703) 364-2544
Facsimile Number: (703) 318-6343
Attention: Senior Contracts Manager, S&L Central
With a copy to: Manager, East Coast Contract Administration

Oracle Corporation
203 North LaSalle Street
Chicago, IL 60601
Phone Number: (312) 551-6218
Facsimile: (312) 704-4851
Attention: Vice President, S&L Central

Either party may change the recipient, address and/or telecopy number for notification purposes by giving the other party notice of the new recipient, address and/or telecopy number and the date upon which it will become effective.

18.4. Counterparts. This Agreement is comprised of four identical counterparts, each to be fully signed by the parties and each to be deemed an original having identical legal effect.

18.5. Relationship. The performance by Vendor of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement, shall create or imply an agency relationship between Customer and Vendor, nor shall this Agreement be deemed to constitute a joint venture or partnership between Customer and Vendor. Vendor agrees and represents that it is an independent contractor and its personnel are not Customer's agents or employees for federal or state tax purposes, and are not entitled to any Customer employee benefits. Both parties assume sole and full responsibility for its acts and the acts of its personnel, agents and subcontractors. Neither party nor its personnel have no authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other party in any manner whatsoever.

18.6. Consents, Approvals and Requests. Unless otherwise specified in this Agreement, all consents and approvals, acceptances, or similar actions to be given by either party under this Agreement shall not be unreasonably withheld or delayed and each party shall make only reasonable requests under this Agreement.
18.7. Severability. If any provision of this Agreement (other than a term or provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent permitted by law.

18.8. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18.9. Entire Agreement. This Agreement and each of the Attachments hereto, including the City of Chicago Insurance Certificate Form attached as Attachment D, the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment and Schedules C-1 and D-1 attached as Attachment E, and the Contractor's Affidavit attached as Attachment F, each of which are hereby incorporated by reference into this Agreement, is the entire agreement between the parties with respect to its subject matter, and there are no other prior or contemporaneous representations, understandings, or agreements, whether written or oral, between the parties relative to such subject matter. The parties acknowledge and agree that the provisions of this Agreement are independent of, and shall have no effect on, the terms and conditions of the Financial Management and Purchasing System Agreement, dated as of the date hereof between Customer and Vendor.

18.10. Amendments. No amendment to, or change, waiver, or discharge of, any provision of this Agreement shall be valid unless in writing and signed by all of the authorized representatives of the party against which such amendment, change, waiver, or discharge is sought to be enforced. The parties acknowledge and agree that the authorized representatives of the Customer are the Mayor of the City of Chicago, the Comptroller of the City of Chicago and the Purchasing Agent of the City of Chicago and that no amendment to, or change, waiver, or discharge of, any provision of this Agreement on the part of the Customer shall be valid unless executed by each of the Mayor of Chicago, the Comptroller of the City of Chicago and the Purchasing Agent of the City of Chicago.

18.11. Conflict. In the event of a conflict between or among this Agreement, and a Work Order, the Agreement shall take precedence over the Order Form. Notwithstanding the foregoing sentence, the Order Form shall take precedence over the Agreement to the extent expressly provided for in the Order Form. The terms of this Agreement and any Order Form shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also supersede all terms of any unsigned or "shrinkwrap" license included in any package, media, or electronic version of Vendor-furnished software and any such software shall be licensed under the terms of this Agreement, provided that the
use limitations contained in any unsigned ordering document shall be effective for the specified licenses.

18.12. **Governing Law.** The parties agree that, pursuant to 735 ILCS 105/5-5, this agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Illinois and the United States of America, without giving effect to the principles of Illinois law relating to the conflict or choice of laws.

18.13. **Third Party Beneficiaries.** Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than Customer or Vendor.

18.14. **Acknowledgment.** Customer and Vendor each acknowledge that the provisions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' agreement based upon the level of risk to Customer and Vendor associated with their respective obligations under this Agreement and the payments to be made to Vendor pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

18.15. **Covenant of Further Assurances.** Customer and Vendor covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of Customer and Vendor will execute and deliver any further legal instruments and perform any acts which are or may become reasonably necessary to effectuate the purposes of this Agreement.

18.16. **Export Administration.** Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Programs nor any direct product thereof are (a) exported, directly or indirectly, in violation of Export Laws; or (b) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

18.17. **Source Code.** Escrowed material (including source code for the Programs) shall be maintained under an escrow agreement with an escrow agent unaffiliated with Vendor which shall provide that if Vendor ceases to support the Programs for any reasons, the escrow agent shall as soon as reasonably possible furnish Customer with a copy of the escrowed material that has become unsupported. Customer shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of the source materials, including reasonable administrative expenses related to such reproduction and
distribution. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Agreement and shall be used solely to maintain the Programs.

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By:

Mayor

Comptroller

Acting Purchasing Agent

Recommended By:

Eligere P. Boatman
Commissioner

Approved as to form and legality:

Eleni C. Benosidin
Chief
Assistant Corporation Counsel

VENDOR

By:

Name: John M. George
In: Assistant General Counsel
Attest: [Signature]

Subscribed and sworn to before me this 19th day of November, 1998

Pamela [Signature]
Notary Public

My Commission expires: 4/30/02
May 7, 2007

ITEM NO. A1

AUTHORIZATION TO ENTER INTO AN EXTENSION OF A
CONTRACT WITH ORACLE CORPORATION FOR ORACLE
DATABASE SOFTWARE SUPPORT AND MAINTENANCE

To the Honorable Board of Commissioners:

RECOMMENDATION

It is recommended that the Board of Commissioners authorize the Chief Executive Officer or her
designee to enter into an extension of its contract with Oracle Corporation for database software
support and maintenance services for a 2 year term and for a total contract amount of
$237,588.97 for the extended term.

RECOMMENDATION SUMMARY
Funding: General Fund

Vendors: Oracle Corporation
233 S. Wacker, Floor 45
Chicago, IL 60606

Contract Type: Services

Contract Amount: $237,588.97
Contract Period: 2 year
Number of Vendors Solicited: n/a
MBE 0  WBE 0
Number of Pick-ups: n/a

M/W/DBE Participation Oracle:
Direct: ___% MBE ___% WBE ___% DBE
Indirect: ___% MBE ___% WBE ___% DBE
Waiver: Yes (Yes/No)

Section 3 Oracle:
___Hires ___Subcontracting ___Other Economic Opportunities
N/A

GENERAL BACKGROUND

Continuity of Management: To support the Plan for Transformation and support the process of
relocation as CHA families move into and out of their temporary housing into new permanent
housing, the Department of ITS has developed and is in the process of implementing applications
based on an Oracle centralized data warehouse. The centralized and secured data will provide
the CHA with access to reliable data on a real time basis to support executive decision making.
The services included in the Oracle Support Agreement will include access to product enhancements, upgrades and updates, as well as telephone support from qualified product technicians.

**PROCUREMENT HISTORY**

In June of 2001, the ITS Department purchased Oracle database products to replace legacy computing systems and to be the platform for the CHA Systems@Work. At the time of the CHA's original purchase of the Oracle database software (through an MBE firm) maintenance costs and services were negotiated in the agreement and were provided for the first year of use. In subsequent years since the expiration of the initial term of support and maintenance, the CHA has secured these services directly from Oracle. The type of product support sought in this request for extension includes technical support, as well as enhancements, upgrades and updates for Oracle database software, and is available only from Oracle. As the developer, licensor and owner of the database software (and the exclusive provider of comprehensive support services), this extension was secured with Oracle on a sole source basis, on the same pricing terms and conditions as were in effect at the time of the original acquisition of Oracle database software.

The Oracle platform is the technology standard used by the City of Chicago, as well as many of the "Sister Agencies" such as Chicago Public Schools and the Chicago Park District. To support the Plan for Transformation and the process of relocation, the CHA's Department of Information Technology Services ("ITS") has developed the CHA Systems@Work - an Oracle web-based, security intensive data warehouse-like application. CHA Systems@Work includes the Resident Management and Tracking System (RMTS) which tracks and manages residents' data as they move into and out of their temporary housing, or into their new permanent housing as well as many other applications supporting Service Connectors, Section 8 Housing and other management applications. Whether internally developed or procured in the market, all applications will work in conjunction with the data warehouse. The Yardi Housing Management System replaces some of the functionality of the legacy CCS system, provides additional functionality to support property management activities, and is operated on the Oracle platform. These new and upgraded systems which operate on or interface with the Oracle platform will provide the housing, resident and financial information that is critical to the CHA management and operations.

In order to support our on-going relocation activities and information management the Department of ITS must maintain the technology foundation, the Oracle platform, which is the basis of the CHA Systems@Work. Based on the foregoing, it is in the best interest of the Chicago Housing Authority to approve the attached resolution authorizing the Chief Executive Officer or his designee to enter into a two year contract for support and maintenance services with Oracle Corporation in the amount of $237,588.97.