SS-04-19
6022

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

08/01/19 09:22:02
Procurement Division

DATE: July 30, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: **Oracle Database Technical Assistance – Single Source Award Request** P-149-19 SS#5

JP 7/30/19

The Information Technologies Division is requesting approval to enter into an agreement for Oracle Database Technical Assistance with Oracle America Inc.. The Technical Assistance is to be provided onsite and offsite by an Oracle Resource Level 7 – Practice/Tech Manager, whom ITD has interviewed.

The hourly rate for the Analyst is $238.05 for an estimated total of 864 hours. The agreement will include travel expenses. The term of the agreement will be from the date of contract execution for a 12 month period.

Due to the sensitive nature of the information contained in the Oracle Human Resources Management System (HRMS), Oracle is the best and most secure source from which to procure this support.

The total not-to-exceed amount for this request is $219,500.00 which includes a small allowance for any overage in hours or travel required by the City.

FUNDING SOURCE: AFIT531CSCS-03109

Your favorable consideration of this request is greatly appreciated.

Attachments: Single Source Request
Vendor Ordering Document
Vendor Single Source Letter

CC: Robert Gray, Enterprise Infrastructure Manager, ITD
Mark Deas, Server Infrastructure Manager, ITD

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ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment One") amends the Oracle Master Agreement US-TGMA-2294234, dated _____ (*to be completed by Oracle*), and all amendments and addenda thereto (the "Master Agreement") between City of Jacksonville ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES – Section 2

Delete the first sentence of Section 2 Master Agreement Term and Applicable Schedules in its entirety and replace it with the following:

"This Master Agreement is applicable to the order which this Master Agreement accompanies."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is _____. (to be completed by Oracle)

City of Jacksonville	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

3. Contact Information.

Your Billing/Accounts Payable Contact:

Name:	Robert Gray
Address:	214 N. Hogan St. 9th Floor Jacksonville, FL 32202
Phone:	904-255-8065
Email:	grayr@coj.net

4. Order of Precedence.
In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.
Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.
Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.
Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. Rights Granted / Restrictions.
Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. Services Privacy/Services Security.
In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at http://www.oracle.com/legal/privacy/services-privacy-policy.html and (b) Oracle Consulting & Advanced Customer Services Security Practices available at https://www.oracle.com/corporate/contracts/consulting/policies.html. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

This quote is valid through 31-AUG-2019 and shall become binding upon execution by you and acceptance by Oracle.

City of Jacksonville	**ORACLE AMERICA, INC.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Ordering Document Effective Date: _____
{To be completed by Oracle}

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TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name:	**City of Jacksonville**
Ordering Document Number:	**US-8959886**
Exhibit Number:	**Exhibit 1**

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.
   At your direction, Oracle will provide you with technical assistance with Oracle Database 12.1.0.2, e-Business Suite ("EBS") 12.1.3, Fusion Middleware products (WebLogic Server 10.3.6, Oracle Internet Directory 11.1.1.9.0, Oracle Access Manager 11.2.3.0, Oracle HTTP Server 11.1.1.9.0, and EBS AccessGate 1.3.3.3.

   A. Provide day-to-day assistance with your Oracle environment and aid as needed with your move to a new enterprise resource planning ("ERP") "1Cloud" environment.
   B. Responsible for the configuration, maintenance, and performance of critical Oracle relational database. management system ("RDBMS") environments to provide high availability and consistent performance of your applications.
   C. Work as part of a team consisting of Internet Information Server ("IIS")/Web Administrator, structured query language ("SQL") Server database administrator ("DBA") and Server Engineers, as needed.
   D. Key areas of focus are as follows:
      1. Work Oracle DBA inbox requests and alerts;
      2. On call and some after-hours work, as needed (patches, updates, etc.);
      3. Verify EBS is up and is functioning as designed;
      4. Verify Workflow Notification Mailer is up and Oracle Discoverer is working;
      5. Verify nightly new user creation and research/correct any exceptions;
      6. Verify recovery manager ("RMAN") backups are completed;
      7. Verify Advanced Interactive eXecutive ("AIX") cron jobs are completed;
      8. Monitor server disk space usage and clean up as needed; and
      9. Monitor central processing unit ("CPU") and Memory usage on server using Sightline and Oracle Enterprise Manager ("OEM").
   E. **Quarterly Patches:**
      1. Patch set updates ("PSU") for generalized interface ("GI"), database ("DB"), Oracle Java Virtual Machine ("OJVM"), Fusion Middleware ("FMW"), e-Business Suite ("EBS") on AIX servers (one (1) production real application cluster ("RAC") instance, five (5) non-production RAC instances, one (1) non-production standalone instance).
      2. PSU for DB, OJVM, OEM on Windows 2008 R2 Server (one (1) OEM standalone instance, one (1) RMAN standalone catalog instance).
      3. PSU for DB and OJVM on Windows 2012 Servers (one (1) non-production standalone instance and one (1) production standalone instance).
      4. Service Oriented Architecture ("SOA"), DB and OJVM patches for 1Cloud Platform as a Service ("PaaS") (one (1) production standalone database instance, two (2) non-production standalone database instances, three (3) production SOA servers, and three (3) non-production SOA servers).
   F. **Recurring events:**
      1. Human Resource Management System ("HRMS") EBS release update pack ("RUP") patch - annual (released in June, typically applied to production in December).

Exhibit 'A'

2. HRMS EBS end of year ("EOY") Phases 1, 2, 3 - annual (released in September and December, typically applied to production in December).
3. EBS development instance data refreshes - as needed, but at a minimum done in conjunction with EOY Phases 1 and 3.
4. HRMS EBS Q1, Q2 legislative patches.
5. Vertex Quantum updates (updates are released monthly, but they are cumulative and typically done in conjunction with EOY patches).
6. AIX server patches – annual.
7. Benefits Enrollment – annual.
8. Trace File Analyzer ("TFA") upgrade - semi-annual (four (4) hours total).
9. Ringmaster support renewal script and key update - annual (four (4) hours total).
10. Secure Hash Algorithm ("SHA")-2 Java code-signing certificate renewal - every two (2) years (not needed until June 2021).
11. Team Foundation Server ("TFS") code pushes - as needed.
12. 1Cloud Data Warehouse –Data extract activities during implementation such as building views and indexes for ERP data warehouse.
13. 1Cloud Data Warehouse – Quarterly database patches (one to two (1-2) servers).
14. Oracle one-off patches - as needed (typically in response to a Security Alert or Service Request).
15. Install Oracle client on servers and information technology department ("ITD") workstations - as needed, thirty (30) minutes per installation.

2. Your Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Maintain the properly configured hardware/operating system platform to support the Services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware Programs before the commencement of Services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
4. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
5. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
6. Provide any notices, and obtain any consents, required for Oracle to perform Services.
7. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
8. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
9. If Services are provided remotely, Oracle resources may provide Services via phone, a customer-specific web portal (if ordered), and/or electronic communication. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network ("VPN") or Oracle Web Conference ("OWC"). If a network connection between Oracle and Your systems is

required for Oracle resources to perform Services under this exhibit, You will provide access to Oracle as follows:

a. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN or OWC, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
b. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
c. You will provide and maintain user accounts for, and access to, the VPN for the Oracle resources, including but not limited to, Oracle's onsite remote and offshore (i.e., located outside of the United States) resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this exhibit.

10. Be responsible for day to day management of the project, project work schedule and associated outputs.
11. Participate in and assist with all services tasks.
12. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of services.
13. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

B. Project Assumptions.

1. Oracle Services will be performed under Your direction, and You shall remain responsible for management of the Services and any outputs arising.
2. There will be no deliverables provided on behalf of Oracle.
3. Payment to Oracle will be for all of the hours spent performing Services and is not tied to any task outputs.
4. The fee estimate for services is based on Oracle providing approximately one hundred eight (108) person days of services, to be performed over nine (9) consecutive months.
5. A person day is defined as one (1) resource working for up to eight (8) hours.
6. The person days and fee estimates are based on your request for assistance and do not reflect any project estimation by Oracle.
7. You shall be solely responsible for the project management and direction of services.
8. Oracle and you will mutually determine and adjust the appropriate Oracle resource staffing model as the services are performed.
9. Payment to Oracle will be for all of the hours spent performing services and is not tied to any task outputs.
10. The person days and fee estimates contained herein may not be sufficient to perform or complete all of the tasks referenced in the description of services.
11. Services shall be performed either onsite at your facilities located in Jacksonville, FL or remotely, or both.
12. Oracle is not obligated to provide any onsite services at your facilities in periods of less than forty (40) hours per week per resource.
13. Oracle's standard documentation format will be used for any documentation prepared and / or delivered during the performance of services.
14. You currently has an in-house Oracle environment that consists of the following:
    a. Two clustered AIX 7.1 Power8 servers with 7 Logical Partitions ("LPARs") each, which connect to an Egan, Marino Corporation ("EMC") Storage Area Network ("SAN") for storage.
    b. The LPARs host Oracle RAC 12.1.0.2 (2-node); E-Business Suite 12.1.3, Transparent Data Encryption ("TDE") and several Fusion Middleware ("FMW") products used for Single Sign-on ("SSO").

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ORDERING DOCUMENT

Customer Name:	**City of Jacksonville**	**Oracle America, Inc.**
Customer Address:	**214 N. Hogan St. 9th Floor** **Jacksonville, FL 32202**	**500 Oracle Parkway** **Redwood Shores, CA 94065**

ORACLE CONTRACT INFORMATION

Agreement: Oracle Master Agreement General Terms Reference US-TGMA-2294234 and Schedule S

Ordering Document Number: US-8959886

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

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

All fees on this order are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$205,675.20	$8,640.00	$214,315.20
			Total Fees and Estimated Expenses	**$214,315.20**

B. ORDER TERMS

1. Payment Terms.
   Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

2. Segmentation.
   The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service

Exhibit 'B'

c. The FMW products are:
   1. WebLogic Server 10.3.6,
   2. Oracle Internet Directory 11.1.1.9.0,
   3. Oracle Access Manager 11.2.3.0,
   4. Oracle HTTP Server 11.1.1.9.0, and
   5. EBS AccessGate 1.3.3.3.

15. On average, the need is estimated to be twenty (20) to twenty-five (25) hours per week but could be more when performing updates and installing patches.
16. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with your permission, Oracle resources may choose to perform services on such holidays and/or weekends.
17. The staffing expected (but may be subject to change) is a Practice/Technical Manager (Level 7) at $238.05/hr for 864 hours.
18. A travel period of twenty (20%) percent for four point thirty two (4.32) weeks at an estimated two thousand ($2,000.00) dollars per travel week is assumed, however, it may be subject to change.

3. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services specified above are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

B. US Resource Rates.

For a period of one (1) year from the effective date of the ordering document, the Services described above shall be provided at a 40% discount off Oracle's standard consulting rates in effect when such Services are performed. Oracle's standard consulting rates are listed in Oracle's US price list; those rates which are in effect as of the effective date are listed below for Your convenience. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly List Rate	Discount Amount	Extended Rate
9 - Sr. Practice/Tech Director	$506.00	$202.50	$303.50
8 - Practice/Tech Director	$460.00	$184.00	$276.00
7 - Practice/Tech Manager	$396.75	$158.70	$238.05
7 - Practice/Tech Manager	$396.75	$158.75	$238.05
6T - Senior Principal Consultant	$368.00	$147.20	$220.80
5 - Principal Consultant	$322.00	$128.80	$193.20
4 - Senior Consultant	$264.50	$105.80	$158.70
3 - Staff Consultant	$230.00	$92.00	$138.00
2 - Associate Consultant	$172.50	$69.00	$103.50

C. Offshore Offsite Resource Rates.

At Oracle's discretion, Oracle may perform some of the Services described in this exhibit with Oracle resources and/or third-party resources that are part of Oracle's offshore resource pool ("Offshore Resource"). For a period of one (1) year from the effective date of the ordering document, Services performed by Offshore Resources will be provided at a 40% discount off Oracle's standard consulting rates for Offshore Resources in effect when such Services are performed. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit by Offshore Resources will be provided at Oracle's standard consulting rates for Offshore Resources in effect when Services are performed.

The standard consulting rates for Offshore Resources which are in effect as of the effective date of the ordering document are listed below for Your convenience.

Resource Level	Hourly List Rate	Discount Amount	Extended Rate
GSD-NA-Cloud-L8 Director-Remote	$190.63	$76.25	$114.38
GSD-NA-Cloud-L7 Tech.Mgr-Remote	$139.75	$55.90	$83.85
GSD-NA-Cloud-L6 Sen.Prin-Remote	$109.38	$43.75	$65.63
GSD-NA-Cloud-L5 Principal-Remote	$80.25	$32.10	$48.15
GSD-NA-Cloud-L4 Senior-Remote	$61.13	$24.45	$36.68
GSD-NA-Cloud-L3 Staff-Remote	$53.25	$21.30	$31.95

D. Fees and Expenses.
All fees and expenses will be invoiced monthly. The fee estimate for labor performed under this exhibit is $205,675.20; the estimate for expenses is an additional $8,640.00. These estimates and any other estimates related to this exhibit are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services, plus materials, taxes and expenses; such invoice may exceed the total estimated amount documented above. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

E. Compensatory Tax.
The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.

4. Project Management.
You shall designate a project manager who shall be solely responsible for project management associated with this exhibit and the direction of Services provided to You by Oracle under this exhibit. Oracle shall provide Services under this exhibit under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this exhibit.

5. Termination.
You may terminate this exhibit without cause, by providing Oracle with thirty (30) business days prior written notice. The effective date of termination under this section shall be the end of the thirtieth (30th) business day after Oracle receives written notice of termination from You. You shall pay fees and expenses (including those expenses for which Oracle has become obligated in connection with the contemplated Services) and taxes through the effective date of termination. You and Oracle each will use reasonable efforts to mitigate fees and expenses in the event of such termination.

GENERAL TERMS- Public Sector

Oracle General Terms Reference:	US-TGMA-2294234

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software"** refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 **"Operating System"** refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at http://oracle.com/documentation.

1.8 **"Schedule"** refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 **"Separate Terms"** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule S – Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the

license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (**"Confidential Information"**). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH

LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.8 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

City of Jacksonville		**Oracle America, Inc.**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Public Sector
Schedule S - Services

Oracle America, Inc. ("Oracle") **500 Oracle Parkway** **Redwood Shores, CA 94065**

Your Name:	City of Jacksonville
General Terms Reference:	US-TGMA-2294234

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.

3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Information Technologies Division

FUNDING SOURCE: **AFIT531CSCS - 03109**

BRIEF DESCRIPTION OF GOODS/SERVICES:

ITD requires onsite and offsite technical support for the Oracle Human Resources Management System(HRMS), Oracle Advanced Benefits and associated developer tools. The resource who performed this support function retired on July 26, 2019 and ITD needs to ensure continuity of support for these critical Employee Services applications. Therefore, ITD will obtain this support from a technical resource contracted directly from Oracle, which provides these software products.

AMOUNT OF PROJECT (attach quote): **$219,500.00**

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Technical support as per the detailed Description of Services in Items A. through F. in the attached Time and Materials Exhibit. Period of coverage from date of contract execution for a period of 12 months. .

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Oracle owns the source code to all HRMS and Advanced Benefits and is best suited to provide timely, effective and secure support to ensure business continuity for this Enterprise HR Solution. We have a longstanding relationship of superior technical support from Oracle. ITD has interviewed a specific Oracle Practice/Technical Manager (Level 7) who possesses the expertise required, along with the backing of Oracle, in order to provide services which are in the best interest of the City.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

ITD attempted repeatedly to secure a qualified resource from our normal IT Staff Augmentation vendors, via the State of Florida Contract, but this was unsuccessful. Because some of the work will need to be done offsite, Oracle is the only vendor suitable to work with sensitive employee data.

Submitted by: ROBERT GRAY INFRASTRUCTURE TECH. MANAGER
(Name) **(Title)**

JRP 7/30/19
KEL 7-30-2019

Date: 7/30/2019

Requesting Agency's Director's Signature:

SINGLE SOURCE AWARD **BID # SS-0622-19**

Subject: Oracle Database Technical Assistance

Department: ITD

Description of Purchase: Recommend approval of Single Source award to Oracle America, Inc., for Oracle Database Technical Assistance, due to the sensitive nature of the information contained in the Oracle Human Resources Management System (HRMS). Oracle is the best and most secure source from which to procure this support. Total award amount not-to-exceed $219,500.00.

This award to be funded by account: AFIT531CSCS-03109 to be executed by Purchase Order.

Sole Source Award To: Oracle America, Inc.

Price Justification: See Attached

Total Award: $219,500.00 **Requisition** N/A

Attachments: Sole Source Form, Vendor Letter, Quote

Certification as to Sole Source:
Kenneth E. Lathrop, Chief of Information Technologies/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Marilyn Landt

For **Analyst:** Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007