OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

733557

Microsoft Professional Support Sal
P O Box 844510
Dallas TX 75284-4510

DATE
11/30/2009
F.O.B. POINT

PURCHASE ORDER NO.
170343 - 000- OP
REQUISITION NO.
00087808 O7

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Office Technology Administration
Cook County Administration Offices
69 W. Washington St. RM 2700
Chicago IL 60602-3007

DELIVERY INSTRUCTIONS
Antonio Hylton 312-603-1400 69 W. Washington #2700

DEPT NO 71520320

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MICROSOFT EMAIL MIGRATION GROUPWISE TO EXCHANGE EMAIL SYSTEM MIGRATION AS PER CONTRACT 09-41-340 AUTHORIZED BY COUNTY BOARD 10/20/2009 CONTRACT PERIOD 11/01/2009 THROUGH 10/31/2010 REQ90230015	.00 LO	.0000	2,200,000.00	71520320.560451.8300
	*******	Total Order	*******	2,200,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)
I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
PURCHASING AGENT **Date:** 12-17-09

Report: R56REQ2

11-18-09 12/15 ~~B&B~~

Purchase Requisition

Office of the Purchasing Agent 41

Cook County of Illinois

Purchase Order Number 170343

Requisition # O7 87808 Contract # 09-41-340

Open Date

Buyer Number 724150 Supervisor 40
Bid/Sole Src Code SSV
Business Unit 71520320
Internal Req Number 90230015
Board Apr Date & Item Board Apprvd May 19 09
Requisition Date 9/28/2009
Date Needed

Ship To: 8000741 Office Technology Administrati
Cook County Administration Off
69 W. Washington St. RM 2700
Chicago IL 60602-3007

Delivery Instructions:
Antonio Hylton 312-603-1400
69 W. Washington #2700

Supplier: 733557 Microsoft Professional Support
P O Box 844510
Dallas TX 75284-4510

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description		Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	962	Microsoft Email Migration Microsoft Email Migration System Capital Equipment Request #437 Contract Period: November 1, 2009 - October 31, 2010 Board Approved Amount: $2,200,000.00	Groupwise to Exchange	< >		LO	.0000	2,200,000.00	71520320.560451.8300

Total of Items Ordered 2,200,000.00

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 11-25-09

DATE RETURNED TO SUPERVISOR 12-18-09

(S/B RETURNED FOR SIGN OFF BY THIS DATE)

09 NOV 17 PM 3:18

~~09 OCT 13 AM 9:12~~

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

Keyla Ware 10/9/09

REQUISITIONER BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
OCT 20 2009

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

PROPOSED CONTRACT

Transmitting a Communication, dated September 23, 2009 from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with Microsoft Corporation, Irving, Texas, for the migration from the current Novell Groupwise to the Microsoft Exchange platform.

Reason: The Exchange platform offers better integration with the various Microsoft products used throughout the County, improved performance and reliability of a 64 bit architecture; improved calendaring, unified messaging, mobility and web access. "Unified Messaging" allows the users to receive voice mail, e-mail and faxes in their mailboxes and allows users to access their mailboxes using their phones or wireless devices.

Estimated Fiscal Impact: $2,200,000.00. Contract period: November 1, 2009 through October 31, 2010. (715/023-579 Account). Requisition No. 90230000.

This equipment was included in the 2009 Capital Equipment Request approved by the Board of Commissioners on June 2, 2009.

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

CONTRACT

ITEM #18

APPROVED

Transmitting a Communication, dated September 23, 2009 from

ANTONIO HYLTON, Chief Information Officer, Bureau of Technology

requesting authorization for the Purchasing Agent to enter into a contract with Microsoft Corporation, Irving, Texas, for the migration from the current Novell Groupwise to the Microsoft Exchange platform.

Reason: The Exchange platform offers better integration with the various Microsoft products used throughout the County, improved performance and reliability of a 64 bit architecture; improved calendaring, unified messaging, mobility and web access. "Unified Messaging" allows the users to receive voice mail, e-mail and faxes in their mailboxes and allows users to access their mailboxes using their phones or wireless devices.

Estimated Fiscal Impact: $2,200,000.00. Contract period: November 1, 2009 through October 31, 2010. (715/023-579 Account). Requisition No. 90230000.

This equipment was included in the 2009 Capital Equipment Request approved by the Board of Commissioners on June 2, 2009.

Vendor has met the Minority and Women Business Enterprise Ordinance.

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

January 5, 2010

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attn: Noel Mamplata

Ref: Contract No: 09-41-340

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

Carmen K. Triche-Colvin

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Antonio Hylton

Printed on Recycled Paper

CONTRACT FOR SERVICE

DOCUMENT NO. 09-41-340

EMAIL SYSTEM MIGRATION

FOR

BUREAU OF TECHNOLOGY,
DEPARTMENT OF OFFICE TECHNOLOGY

WITH: MICROSOFT CORPORATION

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 15 2009

COM

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, JR., PRESIDENT

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

102009 REQ# 90230015 1117

PART I
CONTRACT FOR SERVICE

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and Microsoft Corporation, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on April 15, 2009.

WHEREAS, the County is responsible for procuring services for the Cook County Bureau of Technology, hereinafter the "Using Department", which in turn provides services to the residents of Cook County, Illinois; and

WHEREAS, the Using Department requires e-mail migration services, as more fully described herein; and

WHEREAS, the Contractor is able and willing to provide such services upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

RECEIVED
PURCHASING DEPARTMENT
09 NOV 17 PM 3:18

I. SCOPE OF SERVICES

The Contractor agrees to provide the following Contract Goods:

As set forth in the Microsoft Work Order 20090727 and Statement of Work entitled "E-mail Migration Project (version 1.0 final)" attached and incorporated hereto.

II. CONTRACT PERIOD

This Contract shall be in effect upon proper execution by the County and, unless earlier terminated as provided herein, shall continue until the work described in the Statement of Work has been completed or the funds allocated to this Contract have been spent, whichever occurs first; provided, however, that the contract period shall not go beyond December 31, 2010.

III. PAYMENT

In no cases shall charges under this contract exceed the amount of $2,200,000.00. The parties understand and agree that that the estimated total to complete the work described in the Work Order 20090727 and the associated Statement of Work is $1,797,415. The scope of any

remaining funds of the not to exceed amount of $2,200,000.00 will be defined by the parties pursuant to a separate amendment to the work order and statement of work, or a new work order and statement of work if appropriate. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the copies of relevant books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County pursuant to appropriate due process, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

A. Contract Documents

This Contract incorporates the following documents:

1) Part I, Contract for Service;
2) Part II, General Conditions Supply/Service Sole Source;
3) Addendum 1;
4) Microsoft Consulting Services Work Order;
5) Statement of Work; and
6) Cook County Economic Disclosure and Execution Document.

B. Order of Precedence

The above referenced documents are intended to be read as consistently as possible. However, in the event of conflict, the following order of precedence shall apply:

1) Part I, Contract for Service;
2) Addendum 1;
3) Microsoft Consulting Services Work Order and Statement of Work;
4) Part II, General Conditions Supply/Service Sole Source (to the extent provisions have been accepted into the Contract per Section 15 of Addendum 1).

[END OF PART I]

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.
In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of $1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than $1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

Addendum 1

This Addendum to Part I, Contract for Services (referred to as "Addendum" and "Agreement" herein), is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This Addendum contains terms of the relationship between you and us. If you contract for services from us under this Addendum, the specific terms of those transactions will be contained in this Addendum and any statement of services incorporating this Addendum. In this case, this Addendum provides the base terms and conditions for the Microsoft Consulting Services Work Order (Microsoft WO# 20090727), including the Statement of Work associated thereto, both of which documents are attached as part of Part I, and which, together with Part I, will govern the performance of that engagement.

The term "agreement" in this Addendum 1 refers to and incorporates all of the Contract Documents referenced in Section IV, Contract Documents and Order of Precedence of Part I.

Contact information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

Customer		
Name of Customer Contact* **Cook County Bureau of Technology**		Contact Name *(This person receives notices under this agreement pursuant to Section 12 (Notices)). **Antonio Hylton**
Street Address * **69 W. Washington** **Suite 2700**		Contact Email Address * ahylton@cookcountygov.com
City * **Chicago**	State/Province * **IL**	Phone **312-603-1401**
Country *	Postal Code * **60602**	Fax

Microsoft	
Notices to Microsoft should be sent to (*Microsoft affiliate to complete*): * Kevin Hartley Senior Attorney Microsoft Corporation 5335 Wisconsin Ave., NW Suite 600 Washington, DC 20015	**Copies should be sent to:** Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. Definitions. In this agreement, a "party" or "parties" means you and/or us as the context requires. "**You**" means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement. "**We**", "**us**", or "**our**" means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

"**affiliate**" means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "**Ownership**" means more than 50% ownership.

"**contractor(s)**" means any third party supplier or other provider of computer technology or related services;

"**developments**" means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services;

"**fixes**" means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"**joint ownership**" means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"**open source license terms**" means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge;

"**pre-existing work**" means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;

"**product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party;

"**service deliverables**" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services;

"**services**" means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

"**statement of services**" means any work orders, services descriptions, or other statement of services referencing this agreement.

2. Services. The precise scope of the services will be specified in the Microsoft Work Order 20090727 and the Statement of Work entitled "E-mail Migration project (version 1.0 final)" referenced in Part I, Contract for Services.

3. ***Ownership and license of service deliverables.***

a. ***Products and fixes***. All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.

b. ***Pre-existing work***. All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

c. ***Developments.*** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.

d. ***Affiliates rights and sublicensing to affiliates.*** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

e. ***Open source license restrictions.*** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

f. ***Reservation of Rights.*** All rights not expressly granted in this section are reserved.

4. ***Restrictions on use.*** You may not:

a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-users, and end-use. For additional information, see http://microsoft.com/exporting.

5. ***Supportability.*** We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the

discontinuation by posting the information at http://support.microsoft.com or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

6. Fees. You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income.

7. Confidentiality. Subject to the requirements of your public records and trade secret laws (if any):

a. Confidential information. Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, proprietary data, information, records and documents, including any personally identifiable information and the negotiated terms of this agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

b. Use of confidential information. For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback

may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

c. ***Cooperation in the event of disclosure.*** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

d. ***Knowledge base.*** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

8. ***Warranties.***

a. Services. We warrant that all services will be performed with professional care and skill.

b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

9. ***Defense of infringement and misappropriation claim.*** We will defend you against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "**misappropriation**" and "**trade secret**" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which

case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

10. Limitations of liability.

a. Limitation on Direct Damages. There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid Microsoft under the applicable statement of services. The limitations contained in this paragraph will not apply with respect to the following:

(i) our obligations under Section 9;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and

(iii) our obligations under Section 7.

b. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. Application. Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Term and termination. The term of this agreement shall be that identified in the Work Order. You may terminate this agreement, or all or any portion of any statement of services, with or without cause, immediately, upon written notice to Microsoft. Termination of this agreement shall immediately terminate all statements of services incorporated herein. Upon termination of this agreement, Microsoft shall immediately tender back to the County any County confidential information in its possession. Except for payment of fees accrued up to the effective date of termination of a statement of services (or applicable portion thereof) or this agreement, the County shall have no further obligation to Microsoft with respect to such statement of services (except with respect to that portion of the statement of services that has not been terminated) or this agreement. The term "fees" refers to the hourly rates set forth in Section 2 of the Microsoft Consulting Services Work Order.

12. ***Notices.*** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.

13. ***Insurance.*** We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. $2,000,000 each occurrence;
b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
c) Employer's Liability with limits of not less than U.S. $1,000,000 per accident;
d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. $2,000,000 per claim; and
e) Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with $2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. ***Miscellaneous.***

a. ***Assignment and right to subcontract.*** Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.

b. ***Independent contractor.*** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

c. ***Applicable law; dispute resolution.*** **[Deleted]**.

d. ***Entire agreement.*** The Contract Documents identified in Section IV, Contract Documents and Order of Precedence of Part I constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties to this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.

e. ***Survival.*** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will

survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.

f. ***Severability.*** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.

g. ***Waiver.*** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

h. ***Force majeure.*** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

i. ***Counterparts.*** This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).

j. ***Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.

k. ***Non-exclusivity.*** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

15. Terms specific to Parts I and II of Contract.

a. ***Acceptable Terms and Conditions from Part I and Part II.*** Except to the extent provided for below, or subject to the caveats provided, the following terms and conditions from Part I are acceptable and shall have the full force and effect of the terms and conditions otherwise provided for in this Addendum 1:

(i) From Part 1:

- Section I, Scope of Services
- Section II, Contract Period
- Section III, Payment
- Section IV, Contract Documents and Order of Precedence (but, with respect to Part II, only to the extent provided for in this Addendum)

(ii) From Part II:

- Section GC-01, Subcontracting or Assignment of Contract or Contract Funds (provided, however, that the first sentence of the fourth and final paragraph of GC-01 is deleted.)
- Section GC-02, Personnel
- Section GC-06, Payment
- Section GC-07, Prepaid Fees

- Section GC-08, Taxes
- Section GC-09, Price Reductions
- Section GC-10, Contractor Credits
- Section GC-12, Default (provided that the period for default is mutually applied for both Contractor and County at thirty (30) days for each to cure, provided, however, that for defaults of the County involving nonpayment of invoices the County's cure period shall be sixty (60) days)
- Section GC-13, County's Remedies (provided that the period for cure in section GC-10 is recognized as thirty (30) days)
- Section GC-14, Contractor's Remedies (provided that the period for cure in section GC-10 is recognized as thirty (30) days, except that for defaults of the County involving nonpayment of invoices the County's cure period shall be sixty (60) days.)
- Section GC-16, Modifications and Amendments
- Section GC-18, Compliance with Laws
- Section GC-19, Minority and Woman Owned Business Enterprises - Cook County Ordinance Division 6, Sections 34-275 - 34-285
- Section GC-21, Conduct of the Contractor
- Section GC-22, Accident Reports
- Section GC-23 Use of the Premises
- Section GC-24, General Notice
- Section GC-29, Quantities (provided that increases or decreases in services are subject to Contractor approval)
- Section GC-30 Contract Interpretation (provided that the second paragraph is deleted)
- Section GC-32, Audit; Examination of Records (provided that any audit is narrowly applied to this transaction, provided that any examination is pursuant to a request for records to be sent to County Auditor and not on site)
- Section GC-33, Governing Law
- Section GC-34, Waiver
- Section GC-35, Entire Contract (provided that "Contract" refers to and incorporates all of the Contract Documents referenced in Section IV, Contract Documents and Order of Precedence of Part I.
- Section GC-36, Force Majeure
- Section GC-37, Independent Contractor Status; No third Party Beneficiaries
- Section GC-38, Cooperation with Inspector General

b. Terms and Conditions from Part I and II Deleted from the Contract. The following terms and conditions are hereby removed as applicable to this Contract:

(i) From Part I:

- None.

(ii) From Part II:

- Section GC-03, Insurance
- Section GC-04, Inspection and Responsibility
- Section GC-05, Indemnification
- Section GC-11, Disputes
- Section GC-15, Delays
- Section GC-17, Patents, Copyright and Licenses
- Section GC-20, Material Data Safety Sheet

- Section GC-25, Termination for Convenience
- Section GC-26, Guarantees and Warranties
- Section GC-27, Standard of Contract Goods
- Section GC-28, Delivery
- Section GC-31, Confidentiality and Ownership of Documents

Microsoft Consulting Services Work Order

(For Microsoft Internal Purposes Only)	Work Order Number: 20090727
MCS (WO Type 1 - lite)- **(Public Sector)**	Project Code:
	Client ID:
	Client Type:
	Vertical Industry:
	Customer Purchase Order Number:

This work order is made pursuant to the Cook County Contract, "Part I, Contract for Services", and the Addendum I thereto (together the "**agreement**") effective as of the execution of the Agreement, by and between the undersigned customer ("**you**") and the undersigned Microsoft affiliate ("**we**," "**us**," or "**our**"). The terms of the agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

Customer Invoice Information

Name of Customer	Cook County Bureau of Technology		A/P Contact Name (This person receives invoices under this work order.) Antonio Hylton	
Street Address	69 West Washington Suite 2700		Contact E-mail Address	ahylton@cookcountygov.com
City	Chicago	State/Province IL	Phone	312-603-1400
Country	USA	Postal Code 60602	Fax	

Invoicing

We will invoice you according to our fiscal monthly billing schedule for services performed and expenses incurred during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above.

Customer must Select One:

☐ Customer requires Purchase Order for payment of invoice: Please indicate Purchase Order No. here and send actual PO to Microsoft. _____

☐ Customer does not require Purchase Order for payment of invoice. Provide Accounts Payable Name and Phone No. _____

Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):

Contact Name:	Contact E-mail address:	Contact phone No.:
Web site address:		

Period of Performance

Services under this work order will commence on Effective Date herein. This work order will expire on the date indicated in Part I, Contract for Services.

Payments to Microsoft should be made to the following, include reference to our invoice number:
By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202
By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#0260-0959-3, Bank of America, N.A.
By ACH: Microsoft Enterprise Services, Acct#3750825354/ ABA#11100001-2, Bank of America, N.A.

☐ **Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):**

Place of Performance/Project Point of Contact(Customer Satisfaction Contact)			
Name of Customer	Same as above		Project leader (This person is your point of contact for all service-related matters under this work order.)
Street Address			Contact E-mail Address
City		State/Province	Phone
Country	USA	Postal Code	Fax

By signing below the parties acknowledge and agree to be bound to the terms of the agreement and this work order.

Customer	*Microsoft Affiliate*
Name of Customer (please print) **Cook County Bureau of Technology**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher
Title of person signing (please print)	Title of person signing (please print) Director of Contracts
Signature date	Effective Date

1. ***Services.*** We will perform the services identified in Statement of Work entitled *"E-mail Migration Project (version 1.0 final)"* attached and incorporated hereto. Any dates provided are estimates only. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Because we are performing the services under your direction, based on an estimated period of performance and fees, we do not warrant that any services deliverables will be completed or be satisfactory to you within the estimated period or fees.

2. ***Fees.*** You will pay the following hourly rates for the individuals assigned. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. The fees do not include fees for products. Unless otherwise specified in the invoice, you will pay us within 30 calendar days of the date of our invoice.

Labor Category/Activity	Units	Description	Fully Burdened Rates*	Published Hourly Rate	Proposed Cost
E-mail Migration Project					
Associate Technician	0	Hours		$ 103.00	$0
Technician	0	Hours		$ 129.00	$0
Technician I	0	Hours		$ 155.00	$0
Technician II	0	Hours		$ 180.00	$0
Technician III	0	Hours		$ 206.00	$0
Technician IV	2500	Hours	$ 232.00	$ 232.00	$580,000
Technician V	0	Hours		$ 250.00	$0
MCS Associate Consultant	0	Hours		$ 214.00	$0
MCS Consultant	0	Hours		$ 234.00	$0
MCS Senior Consultant	2355	Hours	$ 279.00	$ 256.00	$657,045
MCS Project Manager	1000	Hours	$ 279.00	$ 256.00	$279,000
MCS Engagement Manager	200	Hours	$ 279.00	$ 256.00	$55,800
MCS Principal Consultant	0	Hours		$ 271.00	$0
MCS Architectural Consultant	730	Hours	$ 309.00	$ 286.00	$225,570
MCS Practice Manager	0	Hours		$ 271.00	$0
MCS General Manager	0	Hours		$ 271.00	$0
	6785	**TOTAL HOURS**			$1,797,415
Estimated Total					**$1,797,415.00**

** Per the Cook County's request, the totals referenced above were calculated using "Fully-Burdened Rates" for Tech IV, Senior Consultant, Project Manager, Engagement Manager and Architectural Consultant. The services component of these fully-burdened rates are equal to "Published Hourly Rates" from Microsoft's Public Sector Services Published Price List for Fiscal Year 2010. These fully-burdened rates, provided at the request of the Cook County, are in compliance with applicable procurement policies, rules and regulations. Accordingly, no separate travel reimbursement shall be made to Microsoft for providing the services described herein, since the travel expenses are already built into the hourly rate.*

3. ***Your responsibilities.*** In addition to your responsibilities described in Section 1, "Services", above, you will, at your expense, provide us the following:

   a. access to all necessary on-site facilities, including office space, telephones, analogue modems or PPTP, computer equipment, internet access, and test and monitoring equipment;

   b. access to and copies of relevant technical information;

   c. access to and sufficient time with your technical, management, and other personnel as necessary for us to perform the services; and

   d. a project leader as your primary point of contact with us and to provide technical direction to our personnel performing the services.

4. ***Cost or Pricing Data.*** We will not, under any circumstances, accept work that would require the submission of cost or pricing data.

Statement of Work

E-mail Migration Project

Prepared for

Cook County Bureau of Technology

Wednesday, 16 September 2009

Version 1.0 Final

Prepared by

Ryan Tubbs

Engagement Manager

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Contributors

Edward Swiderski

Services Executive

Microsoft | Services

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Introduction

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to the Work Order No. 20090727, the terms of which are incorporated herein by reference, by and between Cook County, IL – Bureau of Technology ("Customer", "you", "your") and Microsoft Corporation ("Microsoft", "us", "we", "our") or our affiliate, and sets forth the services to be performed by us related to E-mail Migration Project ("project"). All changes to this document will be managed in accordance with the Change Management Process defined below. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order.

The solution and services described in this SOW are in support of Cook County's initiative to adopt the Microsoft collaboration platform and supporting solutions leveraging Microsoft Exchange Server and System Center Operations Manager, Configuration Manager, and Data Protection Manager.

1 Project Objectives And Scope

1.1 Objectives

The objectives of this project are to:

- Design, build, and deploy a centralized **Exchange Server 2007** environment supporting up to 22,000 users accessing the system via **Outlook 2007** and Outlook Web Access (OWA)
- Migrate the existing GroupWise data to the new environment including user objects and mail data for up to 8,000 users;
- Implement a county-wide Global Address List (GAL) leveraging **Identity Lifecycle Manager (ILM)**;
- Design, build, and deploy **System Center Operations Manager R2 (SCOM)** to monitor the health and performance of the Exchange Server 2007 environment and supporting Microsoft network servers and services;
- Design, build, and deploy **System Center Configuration Manager R2 (SCCM)** for deployment of Outlook 2007, removal of the GroupWise client, and comprehensive desktop management capabilities;
- Design, build, and deploy **Data Protection Manager (DPM)** to provide backup and restore capability for Exchange Server 2007 and supporting Microsoft network servers and services;
- Assist with the development of an e-mail archiving strategy in support of archiving and retention requirements;
- Design a mobile device configuration supporting Windows mobile and Blackberry devices;
- Provide Train the Trainer sessions on Outlook 2007 and OWA for end-users and on managing Exchange Server 2007 for IT administrators;
- Conduct a 100 user pilot prior to county-wide implementation to test overall system functionality, integration, and user experience;
- Provide **Service Level Management** guidance, processes, and metrics to enable the County to run and support the Exchange Server 2007 environment ; and
- Assist in the development of a secure Windows 7 Gold image and the definition of an image deployment strategy.

1.2 Areas Within Scope

1.2.1 General Project Scope

The following list describes work areas that are within the scope of the Cook County E-mail Migration project. Any change to the scope of this project shall be recorded, managed and implemented using the change management processes and procedures described in this SOW.

- Assist you with identifying and documenting environmental, technical, and organizational risks that may impact the solution, timeline, or budget and provide risk mitigation options in the *Risk Management Document*;
- Define business, functional, technical, operational, performance, security, availability, backup and recovery, and co-existence requirements for the design and implementation of the following and document in the *Vision / Scope Document*:

- A centralized Exchange Server 2007 environment located in your primary data center in Chicago, IL supporting up to 22,000 users accessing the system internally and via the Internet using Outlook 2007, Outlook Web Access (OWA), Windows Mobile, and Blackberry devices;
- A county-wide GAL including users from supported Cook County agencies with their own directory services;
- SCOM located in your primary data center for service level monitoring of your Exchange Server 2007 environment and supporting Microsoft servers and services;
- SCCM 2007 located in your primary data center for configuration management of your Exchange Server 2007 environment and supporting Microsoft servers and services, the removal of the GroupWise client, the deployment of Outlook 2007, and general configuration management of up to 500 workstations; and
- DPM located in your primary data center providing backup and restore capability for Exchange Server 2007 and supporting Microsoft servers and services.

- Validate the ability of your existing Active Directory to become the enterprise directory service supporting Exchange Server 2007, SCOM, SCCM, DPM, and a county-wide GAL, and provide recommendations on extending and configuring the existing Active Directory to support the new services;
- Validate the ability of your current DNS and DHCP infrastructure to support the new environment and provide recommendations to support the functionality required to support solution requirements;
- Validate the ability of your current network topology and health to support 22,000 decentralized users accessing a centralized Exchange Server 2007 environment internally and via the Internet and provide recommendations to provide the functionality required to support the business requirements;
- Design and document the strategies and logical / physical architecture for the following services including the required hardware and software, and the configuration of the supporting network servers and services for the lab / test and production environments, and document in the *Architecture and Design Document*:
  - Active Directory (changes to your existing Active Directory)
  - Network (changes to your existing network services, e.g., DNS, DHCP)
  - Exchange Server 2007
  - SCOM R2 and agent configuration
  - SCCM R2 and agent configuration
  - DPM 2007 server and services configuration consisting of:
    - Active Directory (Windows Server)
    - Exchange Server 2007
    - SCOM R2
    - SCCM R2

  - County-wide GAL and synchronization;
  - Mobile device access for Windows Mobile and Blackberry devices
- Assist you with defining an e-mail archive strategy based on your retention and open records request policies using Microsoft solutions and document in the *Architecture and Design Document*;
- Assist you with developing a strategy for moving or interfacing mail-enabled applications to Exchange Server 2007;
- Jointly develop and implement a *Service Level Management Plan* and *Operations Guide* that defines daily, weekly, and monthly operational processes – change, configuration, and release management; problem and incident management - and a service level dashboard for managing the new infrastructure using SCOM R2 and SCCM R2;
- Jointly develop a *Test Plan* defining the solution testing process, timeline, test lab hardware and software configuration, technical resource requirements, and sign-off process to validate the solution design and configuration against requirements defined in the *Vision / Scope Document*;
- Define the migration requirements, objectives, strategy, roll-back plan, and the step-by-step migration process for GroupWise server data from the existing centralized GroupWise environment to Exchange Server 2007 including the following data and as documented in the *Migration Plan*;
  - Directory
  - E-mail
  - Calendar / Meetings
  - Tasks
  - Personal Address Books, Frequent Contacts, Distribution Lists
- Define the deployment execution framework – scope, processes, timeline, change management and change windows, escalation path, post-migration support, training schedule, and required technical resources - for the following deployment activities and document in the *Deployment Plan*:
  - Production server infrastructure and services
    - Active Directory and network services (e.g., DNS, DHCP) readiness
    - Exchange Sever 2007
    - SCOM 2007 and management packs for new infrastructure servers
    - SCCM 2007 and agents to new infrastructure servers
    - DPM 2007 and agents to new infrastructure servers
  - Workstation
    - SCCM 2007 agent deployment – up to 500 workstations
    - Outlook 2007 deployment - up to 500 workstations

- Jointly define the scope of a two-week production pilot for up to 100 users including user population, solutions to deploy, critical success factors, escalation path, roll-back strategy, milestones, and lessons-learned and document in the *Deployment Plan;*
- Define and document the installation and configuration steps for the following services and components and document in the *Build Guides:*
    - Active Directory (configuration changes to your existing Active Directory)
    - County-wide GAL and synchronization
    - Windows Server 2008 R2 configuration for new servers
    - Exchange Server 2007 – all server roles and services, storage, anti-virus / spam filtering, storage, OWA, mobile device access
    - SCOM R2 – server and service configuration, reporting dashboard, management agents
    - SCCM R2 – server and service configuration, agent configuration
    - DPM – server and service configuration, agent configuration for in-scope services
    - Outlook 2007 distribution package
- Jointly build and configure the Test Lab environment in your data center as defined in the *Test Plan;*
- Jointly execute performance and functional testing of the designed solution including restoring services (disaster recovery scenario) and software distribution of Outlook 2007 as defined in the *Test Plan* and incorporate results into the *Architecture and Design Document* and/or *Build Guides* as required;
- Jointly define the scope, content, and schedule for training end-users on Outlook 2007 and OWA; and IT administrators on managing the new infrastructure and document in the *Training Plan*
- Assist you with the installation and configuration of both pilot and production server application software, agents, and Quest migration tools for the new infrastructure in your data center (excluding OS) per the *Architecture and Design Document* and *Build Guides;*
- Assist you with deployment and configuration of SCCM R2 workstation agents for production pilot user population;
- Execute the production pilot migration for up to 100 users as defined in the *Deployment Plan;*
- Assist you with deployment of the SCCM R2 workstation agents to up to 500 end user workstations;
- Assist you with the configuration of the Exchange Server 2007 required to support Blackberry Enterprise Server;
- Migrate your remaining user population (up to a total of 8,000 users) to the new infrastructure as defined in the Migration and Deployment Plans:
    - Outlook 2007 deployment
    - GroupWise server data migration to Exchange Server 2007

- Your enterprise and existing production data to the new environment including user and group objects, e-mail data, and file-server data;

- Assist with resolution of server and configuration issues related to the new infrastructure through the deployment and migration process;
- Provide 2nd-level support for your Help Desk to resolve end-user issues for the first month after the new system is operational; and
- Provide informal knowledge transfer throughout the project. Informal knowledge transfer is defined as Customer's staff working alongside Microsoft staff.

1.2.2 Software Products / Technologies

Software Application	Provided by
Windows Server 2008 R2 Enterprise Edition	Customer
Exchange Server 2007 SP2 Enterprise Edition	Customer
System Center Operations Manager (SCOM) 2007 R2	Customer
System Center Configuration Manager (SCCM) 2007 R2	Customer
System Center Data Protection Manager (DPM) SP1	Customer
SQL Server 2008 (SCCM, SCOM, DPM)	Customer
Quest GroupWise Migrator for Exchange	Customer
Internet Security and Acceleration Server 2006 (ISA)	Customer
Identity Lifecycle Manager (ILM)	Customer

Table 1. Solution Software Required

1.2.3 Data Migration

The e-mail migration project includes the following primary data migration activities:

Data Source	Data Entities	Target Environment	Responsibility	Data Volume	Mechanism
GroupWise Post Office	e-mail, calendar, personal address book, frequent contacts, distribution lists	Exchange Server 2007	Microsoft	Up to 8,000 users	Quest Exchange Migrator
GroupWise / eDIR	User ID / e-mail addresses	Exchange Server 2007	Microsoft	Up to 8,000 user identities	Quest Exchange Migrator
GroupWise	User Proxies	Exchange Server 2007/ Outlook 2007	Microsoft	Up to 8,000 users	Process – defined in the *Migration Plan*

Table 2. Data Migration Scope

Data Migration Responsibilities		
Task	**Microsoft**	**Customer**
Data cleansing of GroupWise server data		X
Migration from GroupWise legacy system	assist	X
Testing and validating migrated data (server and client conversion0		X

Table 3. Data Migration Responsibilities

1.2.4 Environments

Environment	Location	Responsibility	Approximately Ready by
Development Lab	Cook County	Customer	Within 3 weeks of start date
Test Lab	Cook County	Customer	Within 3 weeks of start date
Pilot	Cook County	Customer	2 weeks prior to pilot start date
Production	Cook County	Customer	2 weeks prior to production migration start date

Table 4. Required Environments

1.2.5 Training and Knowledge Transfer

Based on the scope and training schedule defined in the *Training Plan*, Microsoft will provide the following training sessions on the new infrastructure and system:

- Up to three (3) one-hour "lunch-n-learn" / Q&A sessions at your facility in Chicago, IL to up to 6 IT administrators on managing the new infrastructure using the *Service Level Management Plan* and *Operations Guide*:
  - Exchange Server 2007
  - SCCM R2
  - SCOM R2
  - DPM
- Provide up to six (3) 90-minute training sessions for up to 100 users per session using the 'Train the Trainer' model via Live Meeting, PowerPoint, and live demo (no student workstations) using publically available training material from microsoft.com and Microsoft IP that will be recorded and made available for self-serve end-user use. Users will participate via the Internet and have no formal classroom or formal lab training.

1.2.6 Testing

We will jointly develop a *Test Plan* with you that defines the solution testing process, timeline, test lab hardware and software configuration, technical resource requirements, and sign-off process

required to validate the solution design and configuration against requirements defined in the Vision / Scope Document. Testing will consist of:

- Unit Test
  - Exchange 2007
    - send/receive e-mail internally and to / from Internet
    - spam filtering
    - internal e-mail delivery time
    - OWA login time
    - Outlook client synch time
  - SCOM R2
    - Event handling and correlation
    - Service Level reporting per requirements defined in *Vision / Scope Document*
  - SCCM R2
    - Deploy Outlook 2007
    - Remove GroupWise client
    - Install software updates on new server infrastructure
  - DPM
    - Backup and restore Exchange Server 2007 data stores and mailboxes
    - Backup and restore of SQL Server supporting SCCM and SCOM
    - Backup and restore of AD Sysvol
  - Quest Exchange Migrator Tool
    - Migration of GroupWise objects to Active Directory and Exchange Server 2007
- System Test
  - Restore of messaging capability through recovery of one or more failed services including Active Directory, DNS, Exchange Server 2007, and ISA.
  - Ability to handle junk and spam e-mail by Outlook 2007 and Exchange Server 2007 as defined in the Vision / Scope document.

1.3 Areas Out of Scope

Any area that is not explicitly listed in section 1.2 as "within scope" is out of scope for this engagement. The areas that are out of scope for this engagement include, but are not limited to, the following:

1. Migration of mail-enabled applications to Exchange Server 2007 or any other e-mail application;
2. Migration of GroupWise archives to Outlook PSTs;
3. Remediation of mail-enabled application degradation;
4. Implementation of Microsoft recommendations for the configuration of existing network services to allow functionality of the new infrastructure as defined in the Vision / Scope document and Architecture and Design document including but not limited to network topology

modifications, logical access across the network including other Cook County agencies whose own directory services will be synchronized.

5. Upgrades to the desktop operating systems or hardware;
6. Implementation of 3rd-party (non-Microsoft) fax systems for Exchange Server 2007;
7. 3rd-party (non-Microsoft) SPAM, content filtering, or anti-virus design and configuration;
8. Classroom training requiring student workstations or formal training material, e.g. MS Press, for both the IT operations staff and end-user community except as listed in section 1.2.5;
9. VPN connection(s) modification or implementation;
10. Unified Messaging including integration of Microsoft Exchange Server 2007 with other voice mail systems;
11. Automated directory or e-mail account provisioning after completion of the migration;
12. Migration of foreign directory or e-mail systems other than eDirectory and GroupWise;
13. Upgrading of applications for co-existence or interoperability with Windows Server 2008 R2, Active Directory, Exchange Server 2007, Systems Center Configuration Manager 2007 R2, System Center Operations Manager 2007 R2, Data Protection manager, or Outlook 2007;
14. Remediation activities for application compatibility issues with the new infrastructure;
15. Application packaging and testing for software distribution;
16. PKI, digital certifications, or Information Rights Management;
17. ILM Management Agent development for synchronization of directory services other than Active Directory;
18. Design and implementation of non-Microsoft products, technologies, solutions; and
19. Installation and deployment of the new infrastructure servers outside of your data centers.

2 Project Approach, Timeline And Service Deliverables

2.1 Approach

Microsoft will leverage the Microsoft Solutions Framework (MSF) to execute this Statement of Work. MSF represents an industry-proven solution development approach that provides for well-defined phases that take into account development of requirements, architectural design, detailed software and/or infrastructure design, software development, system testing, and managed release cycles. Details on MSF are provided in the Exhibit section.

2.1.1 Envision Phase

Envisioning involves creating a business vision and defining the scope of work necessary to bring the vision to reality (e.g., business case justification, business studies, etc.). Activities for this phase are listed below.

Microsoft Activities

- Facilitate a project kick-off meeting with you to review:
  - Project objectives, approach, timelines, staffing, assumptions, administrative logistics
  - Project management framework
- Establish Executive Steering Committee and project management framework with you;
- Discover, define, and document the business, functional, and technical requirements for the areas listed below via two (2) half-day workshops and up to five (5) interviews with your subject-matter-experts and management within the first ten (10) business days of the project start;
  - Identity management requirements for Microsoft-based services
  - Directory services within your environment
  - Collaboration including e-mail and calendaring services
  - Archiving and retention of e-mail data
  - Systems management and monitoring of Windows-based servers and workstations including:
    - Software updates
    - Change management
    - Configuration management
    - Release management
    - Service Levels of Windows-based services (SLA, RTO, RPO)
    - Software metering
    - Asset management
  - Backup and restore service
    - Data granularity
    - In-scope services
- Review your existing Active Directory implementation. The review of the existing Active Directory implementation(s) will be conducted via two (2) half-day workshops, and up to five (5) interviews with your subject-matter-experts, review of the production environment,

use of one or more Microsoft tools, and of available documentation including the following areas;

- Logical and physical design / implementation
- Name space
- Site / Domain / Site / OU configuration
- FSMO roles / configuration / placement
- Replication health
- Supporting network services including DNS, WINS, DHCP

- Review the supporting network topology and health;
- Review the existing eDirectory and GroupWise infrastructure;
- Review the existing GroupWise client management and configuration processes;
- Review the existing identity management configuration, trusts, schemas, policies, etc.;
- Review organizational readiness via two (2) workshops and up to five (5) interviews in the following areas:
  - Technical infrastructure
  - Service Management processes
  - Staff skills
  - Operational impact of proposes solution
  - Development environment and test lab(s)
  - Readiness of data for migration
- Identify and document risks and suggested risk mitigation strategies;
- Provide recommendations for pre-migration preparation activities;
- Provide a high-level conceptual model of the new infrastructure;
- Establish Project management team and technical team;
- Write Vision / Scope Document;
- Write Risk Management Document;
- Write Functional Requirements Document; and
- Conduct deliverable review meeting to complete Envisioning Phase.

Your Activities

- Dedicate time and resources to work with Microsoft to establish the PMO, Executive Steering Committee members, and project management framework;
- Work with Microsoft to establish the Conditions of Satisfaction for this project;
- Facilitate all workshops and meetings with your subject-matter-experts for data gathering as required to stay within the established Timebox (or schedule.);
- Facilitate and maintain the communications framework required to inform Cook County stakeholders and end-users on project status, key milestones, outages, etc.;
- Identify who will be members of your operations staff;
- Order necessary hardware and software required for development and test environments; and
- Facilitate physical access for Microsoft project personnel to your facilities and support scheduled meetings and planning activities necessary to maintain the project plan and schedule.

Key Work Products

1. Vision / Scope Document
    a. Vision for the new infrastructure
    b. Objectives for the new infrastructure
    c. Organizational gap analysis
    d. Conceptual model of the new infrastructure
2. Risk Management Document
    a. Identified risks which may impact success of project, functionality of solution, timeline of project;
    b. Estimated impact to the project and/or solution; and
    c. Suggested mitigation strategies
3. Functional Requirements Document
    a. Functional and technical requirements for each component of the proposed infrastructure

2.1.2 Plan Phase

Planning continues through the development of detailed functional requirements, system architectures, and a detailed project plan for the remainder of the project. Activities for this phase are listed below.

Microsoft Activities

- Develop and document the centralized Exchange Server 2007 logical and physical designs and architecture. The architecture will include the design and definition of:
    - Administrative model for Exchange Server 2007
    - Active Directory Integration
        - Global Address List configuration / options
        - Group strategies
    - Exchange Server 2007 topology
    - Back-end messaging architecture design which will include definition of:
        - Server roles
            - Mailbox
            - Hub and Transport
            - Client Access Service architecture for Outlook Web Access, Outlook connectivity, and mobile client access to Exchange Server 2007;
            - Edge Server
        - Server placement methodology
        - Server configurations based upon server roles
        - Routing topology
        - SMTP flow
        - Inbound faxing configuration

- Capacity planning including establishing a Baseline Performance Measurement Model to model and estimate network traffic and server utilization and capacity
- High availability options
  - Clustering
- Storage subsystem
  - LUN configuration
  - Storage group configuration mapped to users, locations, etc.
- Back-up and restore architecture
- Disaster Recovery scenarios and design options
  - Within the data center
  - Across geographically dispersed data centers
- Mobile access for Windows Mobile and Blackberry devices

- Develop and document the centralized systems management and monitoring architecture including the design of SCCM R2, SCOM R2, and DPM for use on the new infrastructure and on up to 22,000 workstations (SCCM R2 only). The architecture will include the design and definition of:
  - Active Directory integration
  - Service configuration
  - Alert configuration
  - Reporting configuration
  - Capacity planning
  - Backup and restore processes
  - High-availability and Disaster Recovery configurations
  - SCOM Management Packs
  - SCCM agents
  - DPM agents
- Develop and document directory service and e-mail migration and coexistence processes:
  - Define the process for migrating GroupWise objects including users and groups to Active Directory, as well as the coexistence between GroupWise and Active Directory required during the migration to Active Directory
  - Define the process for migrating GroupWise data to Exchange Server 2007, as well as the coexistence between GroupWise and Exchange Server 2007 with regards to address books, calendars, and SMTP flow.
  - Define the process for client preparation including client-side e-mail data, installation of Outlook 2007, creation of Outlook profile, and the design and configuration of the Exchange Server 2007 Autodiscovery Service.
- Provide guidance to you on defining e-mail archive and retention configuration options;
- Conduct a four (4) hour design review of the new infrastructure with the Executive Steering Committee;
- Define test environment configuration and work with you on the build-out of the lab and test environment;
- Validate cost and schedule estimates for the Build, Stabilize and Deploy Phases of this migration project;

- Establish the baseline *Master Project Plan*;
- Write the *Architecture and Design Document*
- Write the *Migration Plan*
- Write the *Deployment Plan*
- Conduct deliverable review meeting to complete the Plan Phase.

Your Activities

- Provide stakeholder attendance at two design reviews during this phase and ensure that stakeholders are empowered to give approval for the documents and data presented at the design reviews to avoid schedule delay;
- Drive the installation, setup, and configuration of the test environment required for subsequent phases;
- Order hardware and software required for the production environment as described in the *Architecture and Design Document*;
- Facilitate and maintain the communications framework required to inform your stakeholders and end-users on project status, key milestones, outages, etc.; and
- Provide status of pre-migration readiness and resolve pre-migration issues.

Key Work Products

1. Architecture and Design Document
    a. Active Directory design and configuration specifications
    b. Global Address List configuration
    c. Exchange Server 2007 design and configuration specifications
    d. SCOM 2007 R2design and configuration specifications
    e. SCCM 2007 R2 design and configuration specifications
    f. DPM 2007 design and configuration specifications
    g. Hardware and software requirements for each component
2. Migration Plan
    a. Migration processes for each component
    b. Roll-back strategy for each component
    c. Question GroupWise Migrator requirements
3. Deployment Plan
    a. Scope of pilot locations, end-users, data
    b. Scope of production migration including locations, end-users, data
    c. Scope of systems management and monitoring pilot
4. Master Project Plan

2.1.3 Build Phase

The Build Phase is focused on the build-out of the solution (installation / configuration) and not the release of coded applications. Because this project involves the development and deployment of a new enterprise infrastructure, and not the release of coded applications through successive iterations containing progressively more functionality, there will be only one release – that being the release of the new infrastructure services.

Activities and milestones for this phase are listed below.

Microsoft Activities

- Develop and document a *Test Plan* for the following scenarios:
  - Directory services migration, co-existence, and synchronization
  - E-mail data migration and co-existence
  - Global Address List configuration and views
  - Disaster recovery tests for Active Directory, Exchange Server 2007,
  - Deployment of and profile configuration for Outlook 2007
  - Alert management with SCOM 2007 R2 (servers only)
  - Deployment of SCCM agents
  - Configuration management with SCCM 2007 R2
  - Deployment of DPM agents
  - Software distribution for Outlook 2007 / GroupWise Migrator
- Develop *Build Guides* for the implementation of the new infrastructure in a production environment matching the configurations tested and validated in the lab environment.
- Jointly develop a *Communications Plan*;
- Develop and document a *Training Plan* for end-users and administrators;

Your Activities

In accordance with the *Master Project Plan* defined in the planning phase, you will:

- Stage the production system servers, operating system, and storage to be deployed per build documents for the following services and roles:
  - Additional Active Directory servers as required
  - Exchange Server 2007
  - SAN storage and DR configuration
  - Identity Lifecycle Manger 2007
  - SCOM 2007 R2 servers and management packs
  - SCCM 2007 R2 servers and agents
- Install core operating system on each server per build documents provided by MSFT;
- Configure network services to support production system (as required);
- Facilitate and maintain the communications framework required to inform OET stakeholders and end-users on project status, key milestones, outages, etc.;
- Establish production environment including all hardware and network requirements;
- Procure, receive and install the Quest software migration tools as required; and

- Build a UAT plan and test cases

Key Work Products

1. Test Plan
    a. Test lab requirements and configuration specifications
    b. Test scenarios for each component
    c. Unit test process
    d. System integration test process
    e. Test results
2. Build Guides for each component including:
    a. Active Directory servers/service (configuration only)
    b. Exchange Server 2007
    c. SCOM 2007 R2
    d. SCCM 2007 R2
    e. DPM 2007
    f. Outlook 2007 deployment package
    g. GroupWise Migrator for Exchange
3. Training Plan
4. Communications Plan
    a. Project Summary
    b. Important Dates
    c. Training
    d. Escalation Path
    e. Issues Management

2.1.4 Stabilize Phase

During the Stabilize Phase, testing is conducted on a solution whose features are "code complete." Testing during this track emphasizes usage and operation under realistic environmental conditions. The team focuses on resolving and triaging (prioritizing) issues and bugs, and preparing the solution for release. The production pilot will be performed during this phase.

The production environment is also deployed during this phase and training is provided to both system administrators and end-users.

Microsoft Activities and milestones for this phase are listed below.

Microsoft Activities

- Install and configure the Microsoft server applications and services required for the new production infrastructure:
    - Exchange Server 2007
    - SCOM 2007 R2 and management packs
    - SCCM 2007 R2 and server agents
    - DPM 2007 and agents
    - Quest's GroupWise Migrator for Exchange

  - Forefront Security for Exchange
  - Directory synch (for GAL) with other supported Cook County agencies with their own directory services;
- Assist you with the configuration of SCOM 2007 R2 to meet operations and reporting requirements defined in the *Vision / Scope Document;*
- Execute the *Test Plan* and conduct one full system integration test of the complete solution jointly with you per the *Test Plan;*
- Conduct a review of the test results with the Executive Committee and any required modifications to the architecture, migration strategy, deployment strategy, or co-existence strategy;
- Revise draft versions of previous Service Deliverables to reflect testing results;
- Assist you with a pilot migration of up to 100 users including:
  - Deployment of SCCM agent
  - Deployment of Outlook 2007 client
  - Remove of GroupWise client
  - Migration of GroupWise objects and data to Exchange Server 2007
  - Access to Exchange 2007 via Outlook 2007 and OWA
  - Access to Exchange 2007 via Windows Mobile and Blackberry devices

Your Activities

In accordance with the *Master Project Plan* and WBS defined in the planning phase, you will:

- Define a User Acceptance Test and Test Cases;
- Assist with the execution of the *Test Plan* in the test environment;
- Conduct user acceptance testing for up to five (5) days upon completion of the Microsoft unit and system testing as defined in the *Test Plan;*
- Assist Microsoft with the development of the *Communications Plan*
- Distribute and manage the *Communications Plan*
- Stage the production system servers (hardware, network, power) and storage to be deployed per build documents
- Install core operating system on each server per build documents provided by MSFT;
- Configure network services to support production system (as required);
- Facilitate communications with in-scope pilot users;
- Provide Help Desk and 'day after' support for the pilot users;
- Facilitate and maintain the communications framework required to inform your stakeholders and end-users on project status, key milestones, outages, etc.;

Key Work Products

1. Test Plan / Results
   a. Test lab requirements and configuration specifications
   b. Test scenarios for each component

c. Unit test process

d. System integration test process

e. Test results

2. Revised Service Deliverables (if required)

2.1.5 Deploy Phase

The Deploy Phase includes final development, release management, and deployment. The deployment phase includes the production migration, the release of the *Service Level Management* and *Operations Guides*, and the transition of the project to you

Activities and milestones for this phase are listed below.

Microsoft Activities

- Provide up to three (3) one-hour "lunch-n-learn" / Q&A sessions at your facility in Chicago, IL to up to 6 IT administrators on managing the new infrastructure using the *Service Level Management Plan* and *Operations Guide*:
  - Exchange Server 2007
  - SCCM R2
  - SCOM R2
  - DPM
- Provide up to six (3) 90-minute training sessions for up to 100 users per session using the 'Train the Trainer' model via Live Meeting, PowerPoint, and live demo (no student workstations) using publically available training material from microsoft.com and Microsoft IP that will be recorded and made available for self-serve end-user use. Users will participate via the Internet and have no formal classroom or formal lab training;
- Assist you with the deployment of the SCCM 2007 R2 client to the remaining production environment;
- Migrate up to 8,000 users, objects, and data to the new infrastructure;
- Define a Service Management and Service Delivery framework (Service Level Management and Operations Guides) for the new infrastructure leveraging the Microsoft Operations Framework (MOF) and Microsoft recommended-practices to address the following:
  - Disaster recovery for Active Directory, Global Address List, Exchange Server 2007, SCOM 2007 R2, SCCM 2007 R2, DPM, supporting network services including DNS and DHCP
  - Recommend change and configuration management for the services listed above
  - Suggested skills required to support the new infrastructure
- Define a Service Management and Service Delivery framework (Operations Guide) for the new infrastructure leveraging the Microsoft Operations Framework (MOF) and Microsoft recommended-practices; and
- Provide you with up to 20 days of level 2 support during the migration.

Your Activities

In accordance with the Project Plan and WBS defined in the planning phase, you will

- Deploy the SCCM 2007 R2 agent to all 500 workstations;
- Facilitate configuration of any security certificates or services required to meet secure messaging requirements;
- Facilitate communications with in-scope users;
- Provide Help Desk and 'day after' 1st-tier support for the end users; and
- Facilitate and maintain the communications framework required to inform your stakeholders and end-users on project status, key milestones, outages, etc.

Key Work Products

- Operations Guide
  - Microsoft recommendations for the operation of the new environment;
  - Suggested change, configuration, release management practices based on the Microsoft Operations Framework for each service and server role including directory, directory synchronization, e-mail, anti-virus, etc.
  - Skill and staffing matrix to support the new infrastructure;
- Service Level Management Plan
  - Scorecard - the Scorecard provides the ability to manage, measure, and present operational metrics.
  - Process Documentation- The process documentation contains tools and guidance for continued operation and process best practices.
  - Service Map- the Service Map provides an end-to-end view of a Service and contains valuable information for continued operations and process reviews

2.2 Timeline

It is estimated that this engagement will be performed according to the timeline depicted below and will include the phases noted. The actual timeline for this engagement will be relative to the project start date, and all dates and durations provided are estimates only.

Phase	Estimated Duration (business days)
Envision	20 days
Plan	25 days
Build	40 days
Stabilize (Pilot)	25 days
Deploy	45 days
Post Deployment Support	20 days

2.3 Key Service Deliverables and Acceptance Process

2.3.1 Key Project Service Documents

The following is a list of the key project Service Documents that will be produced within the scope of this SOW and which must be formally reviewed and accepted under the process described in Section 2.3.2.

Project Phase	Service Deliverable Name	Service Deliverable Descriptions
Envision	Vision / Scope Document	Document vision for solution, business requirements for each in-scope infrastructure service and application; suggested conceptual solution; baseline snapshot of existing environment. This document will consist of no more than 30 pages.
Envision	Risk Management Document	Document identifying risks to achieving objectives of the project, impact to the project, and suggested risk mitigation steps. This document will consist of no more than 6 pages.
Envision	Functional Requirements Document	Document to identify and document functional and technical requirements for each in-scope infrastructure service / solution. This document will consist of no more than 10 pages.
Plan	Architecture and Design Document	Logical and physical design of system and unit-level for each infrastructure service. This document will exist of no more than 100 pages.
Plan	Migration Plan	Step-by-step process guide for migration of users and data for directory, messaging, and file services. This document will consist of no more 10 pages.
Plan	Deployment Plan	Schedule and execution framework for deployment of the production environment and the phase 1 migration / service deployment. This document will consist of no more than 10 pages.
Plan	Master Project Plan	Document with schedule, cost and resource tracking. This document will provide effort no lower than 80hrs per task.
Build	Test Plan	Detailed plan for testing the functionality and performance of all components of the new system during the Proof-of-Concept and prior to production migration; results of execution of test plan. These documents will consist of no more than 5 pages.
Build	Build Guides	Detailed documentation on the building and configuration of the system by service. These documents will consist of no more than 6 pages for each technology.
Build	Training Plan	Detailed plan explaining content that will be covered for training department liaisons on how to use Outlook 2003/ 2007/OWA in a "Train the Trainer' model. This plan will also include recommended courses and resources for IT administrators and users. This document will consist of no more than 4 pages.
Build	Communications Plan	Summarized communications document to end-user and stakeholder communities on project scope, important dates, training schedule, escalation / support path, and issues management
Stabilize	Test Plan Results	Results of proof-of-concept testing as defined in the Test Plan
Deploy	Operations Guide	Guidelines and recommendations for daily operational management of the new infrastructure by service. This document will consist of no more than 20 pages
Deploy	Service Level	Scorecard - the Scorecard provides the ability to manage, measure, and

Management Plan	present operational metrics. Process Documentation- The process documentation contains tools and guidance for continued operation and process best practices. Service Map- the Service Map provides an end-to-end view of a Service and contains valuable information for continued operations and process reviews

Table 5. Engagement deliverables

2.3.2 Service Documents Acceptance Process

At specified milestones throughout the project, we will submit completed project Service Documents for your review and approval. Within 5 business days from the date of submittal, you must either

(i) accept the Service Deliverable by signing, dating, and returning the Service Document Acceptance Form (see Exhibit section), or
(ii) provide a written notice rejecting the Service Document, including a single and complete list describing every reason for your rejection.

Microsoft will correct problems with a Service Document that are identified in the written rejection notice, as described above, and within the scope of the Service Document, after which the Service Document will be deemed accepted. Problems that are outside the scope of a Service Document, will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.

2.4 Project Governance Approach

2.4.1 Communication Plan

The following will be used to provide formal communication during the course of the project:

- The Microsoft Project Manager, working in conjunction with the Customer Project Manager, will compile weekly status reports for distribution to both Customer and Microsoft management
- Weekly status meetings will be held to review the project's overall status, the acceptance of deliverables, the project schedule, and open issues noted in the status report
- An Executive Steering Committee will conduct monthly meetings and produce status reports pursuant to section 3.3, below

2.4.2 Issue/Risk Management Procedure

The following general procedure will be used to manage active project issues and risks during the project:

- **Identify:** Identify and document project issues (current problems) and risks (potential events that impact the project)

- **Analyze & Prioritize:** Assess the impact and determine the highest priority risks and issues that will be managed actively
- **Plan & Schedule:** Decide how high-priority risks are to be managed and assign responsibility for risk management and issue resolution
- **Track & Report:** Monitor and report the status of risks and issues and communicate issue resolutions
- **Control:** Review the effectiveness of the risk and issue management actions

Active issues and risks will be monitored and reassessed on a weekly basis. Mutually agreed upon issue escalation and risk management processes will be defined at the outset of the project.

2.4.3 Change Management Process

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in this SOW ("change request").

For all change requests, regardless of origin, we shall submit to you our standard Change Request Form, which shall describe the proposed change(s) to the project, including the impact of the change(s) on the project scope, schedule, fees, and expenses.

For all change requests which you originate, we shall have a minimum of 5 business days from receipt of the change request to research and document the proposed change, and prepare the Change Request Form.

You shall have 5 business days from your receipt of a completed Change Request Form to accept the proposed change(s) by signing and returning the Change Request Form. If you do not sign and return the Change Request Form within the time period prescribed above, the change request will be deemed rejected and we will not perform the proposed change(s).

No change to this project shall be made unless it is requested and accepted in accordance with the process described in this section. We shall have no obligation to perform or commence work in connection with any proposed change until a Change Request Form is approved and signed by the designated Project Managers from both parties.

2.4.4 Executive Steering Committee

Overall senior management oversight and strategic direction for this project will be provided by an Executive Steering Committee, which will consist of key executive business sponsors and project management from the County and Microsoft managment.

The Executive Steering Committee will hold meetings and produce meeting minutes on a monthly basis. Customer and Microsoft Managers will share joint responsibility for reporting project status to the Steering Committee. The members of the committee will be decided in the planning phase and identified in the communication plan.

The Executive Steering Committee is responsible for the following:

- Making decisions on project strategic direction
- Serving as the final arbiter of Project issues (refer to the Escalation Process)
- Approving significant Change Requests

2.4.5 Escalation Process

The Microsoft Project Manager will work closely with your Project Manager, Sponsor, and other designees to manage Project issues, risks, and Change Requests, as described in Sections 2.4.2 and 2.4.3 above. The standard escalation process for review and approval and/or dispute resolution is as follows:

Escalation Path

- Project Team member (Microsoft or Customer)
- Project Manager (Microsoft and Customer)
- Microsoft Engagement Manager / Project Sponsor
- Cook County Project Manager
- Executive Steering Committee

Guiding Principles

The escalation path and the related process will be discussed with you and finalized at the project kickoff, but the following general guiding principles are expected to apply:

- Significant project issues/risks, as well as material Change Requests that cannot be resolved by the core project team, will be escalated to the Executive Steering Committee as the final decision maker. The expectation is that the Steering Committee will take positive action to get the issue(s) resolved in a timely manner, accept or implement recommended mitigations for identified risk(s), and/or make final decisions on the disposition of proposed Change Requests.
- If a major unresolved item requires escalation prior to a scheduled Executive Steering Committee meeting, a special meeting will be scheduled, or the item will be escalated to the committee in writing.

2.5 Project Completion

The project will be considered complete when any of the following conditions is met:

1. All of the service documents identified within this SOW and any Change Requests accepted pursuant to section 2.4.3 herein have been completed, delivered and accepted or deemed accepted.
2. The fee provisions of the Work Order have been met.
3. This SOW is terminated pursuant to the provisions of the agreement.

3 Project Organization And Staffing

3.1 Project Organization Structure

This section describes the overall project organization structure, reporting relationships, and key project roles.

The project will be organized as depicted in the following diagram.

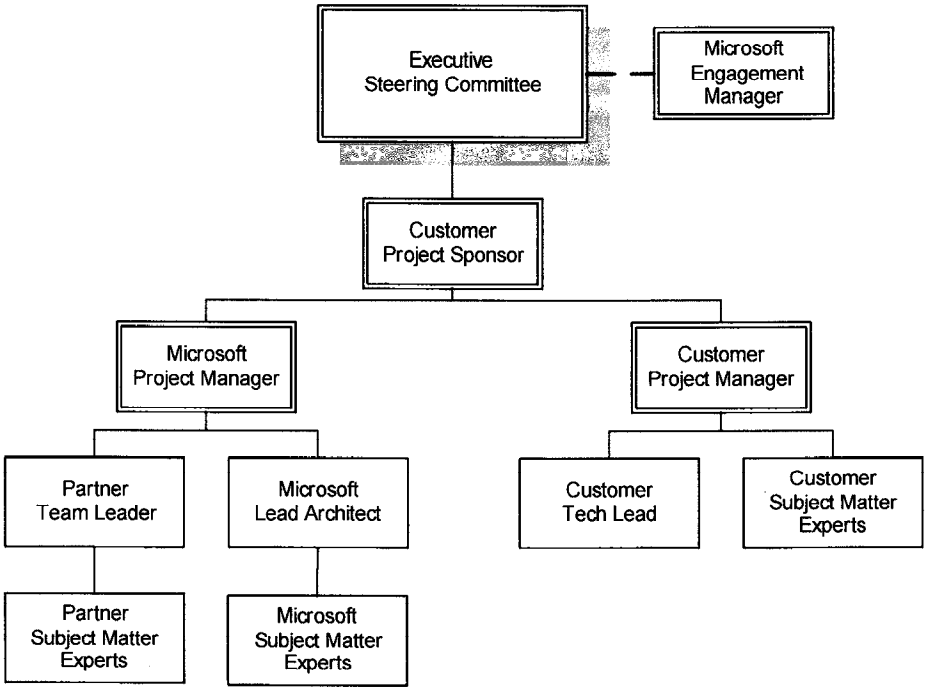

Figure 1. Project organization structure

3.2 Project Roles and Responsibilities

This section provides a brief description of key project roles and responsibilities.

Customer Project Roles and Responsibilities

Role	Responsibilities	Project Commitment
Customer Project Sponsor	• Makes key project decisions, assists in escalating unresolved issues to the Executive Steering Committee, and clears project roadblocks	Part-time for the duration of the project.
Customer Project Manager	• Primary point of contact for Microsoft team	Full-time for the duration of the project.

	• Responsible for managing and coordinating the overall project • Responsible for resource allocation, risk management, project priorities, and communication to executive management • Manages day-to-day activities of the project • Coordinates the activities of the team to deliver deliverables according to the project schedule	
Technical Team Lead	• Primary technical point of contact for the team that is responsible for technical architecture and code deliverables	Full-time for the duration of the project.
Directory Subject Matter Expert (SME)	• This is a subject matter expert who has domain knowledge on the existing Active Directory environment.	Part-time for the duration of the project.
Messaging SME	• This is a subject matter expert who has domain knowledge in thecurrent Novell GroupWise environment.	Part-time for the duration of the project.
Operations SME	• This is a subject matter expert responsible for systems and desktop management.	Part-time for the duration of the project.
Server Administrator	• These are technical administrators responsible for hardware and software setup, configuration, and troubleshooting in the data center.	Part-time for the duration of the project.

Table 6. Customer roles and responsibilities

Microsoft Project Roles and Responsibilities

Role	Responsibilities	Project Commitment
Microsoft Engagement Manager	• Responsible for deliverable quality and your overall satisfaction with our services • Single point of contact for billing issues, personnel matters, contract extensions, and MCS project status • Initiate and facilitate the project kickoff meeting and project closure meeting • Set operational criteria for release to production in coordination with Customer • Facilitate Project Reviews • Gather and assemble all project deliverables that have been completed to date • Gather and assemble all project management plans, project status reports, and project performance reports • Facilitate formal project deliverable hand over at project closure to include: • Risk artefacts that represent documentation of unresolved risks in areas of developing further releases of the solution, on-going operations and	Part-time for the duration of the project.

	supportability, and related-project risks around user-adoption or organization change management • Configuration Management and Support artefacts that represent the solution components and their change history • Operations artefacts, including operational processes and manuals as well as instructions to recreate development and test environments • Facilitate project governance activities and leading the Project Steering Committee, providing advice and guidance on: • Project direction and scope • Stakeholder communications • Issue resolution and escalation	
Microsoft Project Manager	• Responsible for managing and coordinating the overall project • Responsible for resource allocation, risk management, project priorities, and communication to executive management • Manages day-to-day activities of project • Coordinates the activities of the team to deliver deliverables according to the project schedule	Full-time for the duration of the project.
Microsoft Lead Architect	• Provide technical oversight • Verifies whether Microsoft recommended practices are followed • Responsible for overall solution design	Part-time for the duration of the project.
Exchange Consultant	• Shares responsibility with the Project Architect for the architecture and design of the Exchange 2007 components including server roles, storage design, services, and security, high availability, and disaster-recovery strategies. This role is also the lead for defining the test plans for the POC.	Full-time for the duration of the project.
Directory/ILM Consultant	• Shares responsibility with the design of the directory services required to support Exchange Server 2007 and is responsible for defining the directory synchronization strategy.	Full-time for the duration of the project.
Desktop Consultant	• Responsible for assisting in the development of the Windows 7 Gold image. • Shares responsibility with the deployment of client software to the desktop.	Part-time for the duration of the project.
SCCM Consultant	• Responsible for defining, implementing, and configuring SCCM architecture, deployment, and management of Exchange Server 2007, Active Directory, and all other supporting components.	Full-time for the duration of the project.
SCOM Consultant	• Responsible for defining, implementing, and configuring SCOM architecture, alerts, and reports for monitoring Exchange Server 2007, Active Directory, and all other supporting components.	Full-time for the duration of the project.

DPM Consultant	• Responsible for defining, implementing, and configuring DPM architecture for backup and restore of Exchange Server 2007, Active Directory, and all other supporting components.	Part-time for the duration of the project.
Operations Consultant	• Responsible for providing service level management guidance, processes, and metrics to enable the County to run and support the Exchange Server 2007 environment.	Part-time for the duration of the project.

Table 7. Microsoft roles and responsibilities

4 General Customer Responsibilities And Project Assumptions

4.1 General Customer Responsibilities

Delivery of our services depends upon, among other things, the following:

- Your involvement in all aspects of the services;
- Your ability to provide accurate and complete information, as needed;
- Your timely and effective completion of the responsibilities, as identified herein;
- The accuracy and completeness of the Assumptions, identified below;
- Timely decisions and approvals by your management; and
- Your completion of site or network service readiness activities (if applicable)

In addition to any Customer activities identified elsewhere in this SOW, you will perform or provide the following:

1. You will provide a Project Manager who will:
   - be the sole point of contact for issue escalation, status updates, technical direction and changes to the project personnel;
   - Provide required access to business and decision stakeholders for recurring steering committee and status reporting;
   - Work with Microsoft to define an agreed governance process for all key project decisions that enables rapid decision processes;
   - Schedule management reviews, team meetings, and integration with other program components and internally required methodologies;
   - Provide training to Microsoft Project Manager on your PMO requirements, processes and reporting as necessary;
2. You will provide technical subject matter experts as defined in section 3.2 to assist in the project. Part-time equivalents will not be less than minimum of 20 hrs / week;
3. You will provide additional resources as agreed upon during project resource planning to assist with service definition, design, and deployment based on agreed project plans;
4. All architectural, technical, implementation, process, timing and project sequencing decisions will be mutually agreed upon by your Project Manager and the Microsoft Project Manager;
5. You will provide:
   - a program infrastructure consisting of program-level governance, communication, support, and training management;
   - all hardware and third-party software licenses by dates indicated and agreed to in the Master Project Plan or during the Envision Phase;
   - necessary access to systems and your personnel, hardware, software, Internet, VPN access, and adequate workspace/PC for provider's personnel required to complete this scope of work;
   - equipment, space, hardware, software, facilities, and support for lab functions;
   - the necessary building access to the Microsoft personnel providing these services, and any necessary customer systems log on and passwords as deemed necessary;
6. You will purchase and provision all required hardware and software for test and production before the build-out time frame specified in the project plan;

7. You will purchase Quest Exchange Migrator and any other third-party tools required for one-time data migration and co-existence between GroupWise and Exchange Server 2007;
8. You will assign resources as required for this project, ensuring that said resources will have sufficient time allocated to this project to complete all assigned tasks;
9. You will make technical and operational resources available to work with Microsoft team to establish optimal production environment. Microsoft will provide a minimum of a two-day advanced notification of the required resources;
10. You will assume responsibility for the identification and justification of performance and availability requirements;
11. You will prioritize tasks that interact with external or production environments and applications, as well as a transfer of knowledge about strategic initiatives that have potential and known associations to the project
12. You will define the Service Level Agreement (SLA) and Recovery Time Objective (RTO) for Disaster Recovery and provide to Microsoft during the Envisioning Phase;
13. You will define and deliver end-user communications regarding the project status, end-user responsibilities for migration, risks, day-after support, etc.
14. You will make business and/or technical decisions in a timely manner and within the duration of each phase, as needed, so as not to delay the project schedule;
15. You will install and configure Blackberry Enterprise Server as required;
16. You will develop and deliver user communication including messages prior to the start of the Pilot and Deploy Phase;
17. You will provide for the training of Help Desk and support teams prior to start of the 100 user pilot and Deploy Phase;
18. You will address any known issues/problems with the existing physical and logical network prior to start Stabilize Phase based on Microsoft recommendations.
19. You have an enterprise wide naming standard or will use suggested naming convention provided by Microsoft;
20. You will deploy additional Active Directory services and/or facilitate directory changes at any agency or department outside of Cook County Bureau of Technology as defined during the Planning Phase and based on Microsoft best-practices and recommendations for Active Directory, Exchange Server 2007, and a county-wide Global Address List.
21. You will implement configuration changes to GroupWise, eDirectory, or other network services as requested by Microsoft;
22. You will make technical and business resources available for input to refining user requirements and functional scope. Microsoft will provide a minimum of a two-day advanced notification of the required resource;
23. You or a third-party acting on your behalf will provision your SAN environment, e.g., number of LUN's, LUN size, disk size, etc., per specifications provided by Microsoft in the *Build Guides* created during this engagement;
24. You will provide all end-user, Level 1 support services and 'day after' support services;
25. You will provide local resource support to perform Outlook client performance measurement. This may include the installation of Outlook 2007 on designated test or production machines in the sites where tests are to take place;
26. Deployment of additional server hardware required outside of your primary data center will be perform by you;
27. You will achieve a turnaround on issues as follows: Critical Issues within 2 working days, Medium issues within one (1) working week, and Low issues time permitting.
28. You will implement a change management process for the production environment and services prior to the start of the Deployment Phase;;
29. You will identify end-user training liaisons to help with local communication and to be available for training on Outlook 2007;

30. You are responsible for disabling email accounts and decommissioning existing email servers; and
31. Provisioning of new users and mailboxes will occur in the new environment upon start of the Deployment Phase.

In performing our services under this SOW and the applicable Work Order, we will rely upon any instructions, authorizations, approvals, or other information provided to us by your Project Manager or personnel duly designated by your Project Manager.

4.2 Project Assumptions

The Services, fees, and delivery schedule for this project are based on the following assumptions:

1. Available bandwidth on WAN links is sufficient for the additional load that will result from the upgrade to Exchange 2007 and access to a centralized Exchange Server 2007 environment by up to 22,000 decentralized Outlook 2007 and/or OWA users;.
2. In-scope workstations are already joined to the Active Directory environment targeted to support the new infrastructure;
3. All documents provided by you are accurate and current reflecting the 'as is' state of your environment no earlier than July, 2009. Documentation of the existing environment will be provided to Microsoft during the kick-off meeting in the Envision Phase;
4. All equipment provisioned will be on the Microsoft Windows Server Catalogue;
5. SAN hardware for the Exchange Server 2007 environment is supported by the hardware vendor when running Exchange Server 2007 SP2.
6. For this project, you will purchase the *Quest GroupWise Migrator for Exchange* for migration of GroupWise data to Exchange Server 2007.
7. All Exchange services will be centralized in your primary data center;
8. Server hardware identified at the conclusion of the Plan Phase and in the *Architecture and Design Document* will be procured and installed by you and deemed 'production ready' per your operational requirements at least ten (10) days prior to the start of Stabilize Phase;
9. The lead time for any subsequent hardware orders shall be under 30 working days from time of order to delivery to any site;
10. Sufficient LAN bandwidth will be available to perform timely migrations. Typically migration is done during off peak hours at nights and on weekends. This requires planning to ensure that other network intensive activities, such as database migrations, large batch file transfers, and backups, are not occurring at the same time.
11. Microsoft will provide guidance on the necessary Active Directory configuration changes required to enable a county-wide Global Address List;
12. Microsoft will provide Level 2 support services to OET administrators and 'day after' support throughout the Deploy Phase for Phase I users;
13. Exchange compliance with the SLA agreed will be based and tested on components within the boundary of the OET network. Where mail travels outside of the OET network across foreign systems, guarantees cannot be made on service availability.
14. E-mail data to be migrated resides on GroupWise servers only.
15. E-mail migration estimates listed in the Deploy Phase are based on an average mailbox size of ~150MB per user. Larger mailbox sizes may impact migration schedule and be cause for a Change Order if significantly higher than 250MB.

16. The scope of Systems Center Operations Manager 2007 is limited to the servers required for the solution defined in this SOW;
17. Disaster Recovery is limited to a backup and restore architecture and associated procedure documentation for critical and volatile data.
18. Consultant Availability and Scheduling: A list of holiday and training commitments for all consultants will be available upon request. All holiday and training commitments will be honored without exception.
19. All required Microsoft shall have full Domain Administration rights, or any other required right, to enable the design and implementation of the 'to be' environment .
20. Synchronization using ILM will be defined and implemented for Cook County agencies on Active Directory only.
21. Any deviation from the original cost or schedule will be addressed through the Change Management Process.

Throughout the project, Microsoft will submit requests for decisions or feedback for your completion. Decisions are assigned due dates, and it is assumed that Customer will provide the required feedback or make decisions on either the due date agreed upon or (3) business days from the date of submittal. If a decision or feedback is not provided within the due date or (3) business days, it may be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.

5 Exhibits

5.1 Exhibit 1. Change Request Form

This Change Request to the Statement of Work (SOW) is made pursuant to the Work Order No. 20090727, by and between Cook County ("Customer," "you," "your") and Microsoft Corporation or its affiliate ("Microsoft," "us," "we," "our"). The terms of the SOW are incorporated herein by this reference.

Change Requested			
Change Request No:	Click here and type.	**Project Area affected:**	Click here and type.
Date Initiated:	Click here and type.	**Date Required:**	Click here and type.
Name of Requestor:	Click here and type.	**Contact Phone:**	Click here and type.
Description of Change Request:	Click here and type the description		
Justification for Change Request:	Click here and type the reason		

Estimated Impact of Investigation

Resource	Time (hours)	Rate	Estimated Cost
Click here and type.	Click here and type.	Click here and type.	Click here and type.

Expense Description	
Click here and type.	Click here and type.
TOTAL ESTIMATED COST OF INVESTIGATION:	Click here and type.

Approve/Reject for Investigation

Change Request Disposition	☐ **Approved**	☐ **Rejected**

Approvals

For CLICK HERE AND ENTER CUSTOMER NAME:

CLICK HERE AND TYPE SIGNER'S NAME, TITLE **Date**

For Microsoft:

MSFT Project Manager **Date**

MSFT Partner Project Manager **(optional)** **Date**

Estimated Impact of Implementation

Project Impacts

Tradeoff Matrix	Impact on Project
Scope:	Click here and type.
Resources:	Click here and type.
Schedule:	Click here and type.

Fee and Expense Impact

Resource	Time (hours)	Rate	Estimated Cost
Click here and type.	Click here and type.	Click here and type.	Click here and type.

Expense Description		
Click here and type.		Click here and type.
	TOTAL ESTIMATED COST:	Click here and type.

Approver Comments

Click here and type.

Approve/Reject for Implementation

Change Request Disposition: ☐ **Approved** ☐ **Rejected**

Approvals

For CLICK HERE AND ENTER CUSTOMER NAME:

CLICK HERE AND TYPE SIGNER'S NAME, TITLE	**Date**

For Microsoft:

MSFT Project Manager	**Date**
MSFT Partner Project Manager (optional)	**Date**

For Internal Microsoft Use Only		
SQA review required?	☐ **Yes**	☐ **No**
SBD review required?*	☐ **Yes**	☐ **No**

*SBD review might be required if an amendment to the Work Order and/or SOW is needed. A formal amendment to the Work Order and/or SOW is required if you have expressly identified *specific* terms and conditions in the Work Order and/or SOW that you are now changing. Contact your SBD Exec if you have questions or need help determining whether a formal amendment is needed.

Appendix

Proposed Changes to SOW

From:

Click here and type.

To:

Click here and type.

From:

Click here and type.

To:

Click here and type.

5.2 Exhibit 2. Service Deliverable Acceptance Form

Submitted to	Submitted by	Submission date	Acceptance deadline

> **Note**: The client must review the deliverable on this form within five (or fewer) business days of its submission by the project team, and either accepted or rejected by the client. If the deliverable is not accepted or rejected within five business days of submission, the project team will consider the deliverable to be accepted by the client.

Deliverable Submission

Name	
Reference # (WBS #)	
Description	
Acceptance criteria	
Test results (only if applicable)	
Comments	

Deliverable Acceptance

Deliverable acceptance	☐ **Accept Deliverable** ☐ **Reject Deliverable with Reason**
Date reviewed	
Name of acceptor	
Acceptor signature	

Conditions for Acceptance (if rejected)

Reason for rejection (if rejected)	
Conditions for acceptance	

5.3 Exhibit 3. Sample Status Report

Date:	
Client:	
Project:	
Project Executive sponsor:	
Project Manager:	
Microsoft Consultant:	
Microsoft Project Manager:	
Status period:	
Status:	

Decisions made and Work completed this period

Overall Current Project Status

Overall Current Project Status Place an x in the color box that best represents how you would rate the current overall health of this engagement.		**Green: On Schedule** Schedule / deliverables / cost not impacted by an issue.		**Yellow: Possible Issue** An issue may affect schedule / deliverables / cost.		**Red: Work Stop Issue** An issue has affected schedule / deliverables / cost.

Key Decisions made this period

Key Accomplishments for this Status Period
Click here and enter decisions made, who made them and the impact on the project.

Work Completed this Period

Tasks and Hours Worked During this Period

Task ID (optional)	Activity or Task Name (add rows if necessary)	Billable Hours Worked	Task Complete? Y/N	Estimated Hours Remaining	Estimated Completion Date	Comments
	Total Billable Hours this Period					

Key deliverables completed this period

Milestone or Deliverable	Submit Date	Comment

Work Planned for Next Period

Accomplishments Planned for Next Period
Click here and enter decisions made, who made them and the impact on the project.

Summary of planned activities and tasks for next period

Tasks and Hours Worked During this Period						
Task ID (optional)	Activity or Task Name (add rows if necessary)	Billable Hours Worked	Task Complete? Y/N	Estimated Hours Remaining	Estimated Completion Date	Comments
	Total Billable Hours this Period					

Key deliverables for next period

Milestone or Deliverable	Submit Date	Comment

Risks, Issues, Decisions or Actions Required

Issue or Risk	Impact	Owner	Resolution/ Mitigation

Scheduling Time Off

Indicate Scheduling for Current Staff (vacations, training, etc.)	
Dates Affected:	Reason:

5.4 Exhibit 4. Sample Risk / Issue Log

1	Issue Number	Business Area	Date Issue Raised	Issue Originator	Issue Description	Business Impact	Systems Impact	Agreed Actions	Action Owner	Supporting Documentation	Action Due Date	Action Resolved Date
2												
3												
4												
5												
6												
7												
8												
9												
10												
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23												
24												
25												
26												

5.5 Exhibit 5. Table of Contents of Key Service Deliverables

The following represents example outlines for key service documents. Actual documents delivered as a result of this engagement may differ.

5.5.1 Vision/Scope Document

(1) Introduction

(2) Problem Statement

(3) Business Opportunity

(a) Current State

(b) Opportunity Statement

(4) Project Vision and Scope

(5) Solution Design Strategies

(6) Project Management Strategies

5.5.2 Architecture and Design Document

(1) Physical Design Planning Summary

(2) Environment Preparation and Checklist

(3) System Components and Responsibible Parties

(4) Organziational Design

(5) Server Role Design

(6) Hardware Design

5.6 Exhibit 6. Microsoft Solutions Framework (MSF)

We will leverage the Microsoft Solutions Framework (MSF) to execute this SOW. MSF represents an industry-proven solution development approach providing well-defined phases that address development of requirements, architectural design, detailed software design, software development, system testing, and managed release cycles. MSF organizes the solution approach into five distinct phases during the project lifecycle.

- **Envision**: Envisioning involves creating a business vision and defining the scope of work necessary to bring the vision to reality (e.g., business case justification, business studies, etc.)
- **Plan**: Planning continues through the development of detailed functional requirements, system and application architectures, the user interface prototype, and a detailed project plan for the remainder of the project
- **Build**: The Build phase begins with the first iteration of development and culminates with the "functionality complete" milestone (or Beta release)
- **Stabilize**: The Stabilization phase involves testing and acceptance
- **Deploy**: The Deployment phase includes deployment of the core technology and site components, transitioning of the project to operations and support, and obtaining final Customer approval of the project

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: **Execution Forms**. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN
Section 1

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

MBE/WBE Firm: Smartechs.net (Sunrise Technology, Inc.)

Address: 1727 S. Indiana Ave., Ste. G02B, Chicago, IL 60616

E-mail: www.smartechs.net

Contact Person: George Burciaga Phone: 312-362-1111

Dollar Amount Participation: $ 405,000.00

Percent Amount of Participation: 22.5% of Dollars / 37% of Hours %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: NA

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

BETTY HANCOCK PERRY
DIRECTOR

COUNTY OF COOK

OFFICE OF CONTRACT COMPLIANCE

118 NORTH CLARK STREET
ROOM 1060
CHICAGO, ILLINOIS 60602
(312) 603-5502

May 6, 2009

Mr. George Burciaga, President
Sunrise Technology dba smarTECHS.net
1429B N. Weber Road #287
Romeoville, Illinois 60446

Annual Certification Expires: May 06, 2010

Dear Mr. Burciaga:

We are pleased to inform you that Sunrise Technology dba **smarTECHS.net** has been certified as a **MBE (9)** by Cook County Government. This **MBE (9)** Certification is valid until **May 06, 2012;** however your firm must be revalidated annually. Your firm's next annual validation is required by May 06, 2010.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit" within sixty (60) days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a **MBE (9)** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Information Technology including: Infrastructure Development, Project Management, Advanced Web and Application Development

Your firm's participation on Cook County contracts will be credited toward **MBE (9)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (9)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director, Office of Contract Compliance

BHP:sr

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: E-mail Migration /

From: Sunrise Technologies Inc. (DBA Smartechs.
(MBE/WBE Firm)

To: Microsoft Corporation and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost	
1. E-mail Migration	$405,000	22.5%
2.	$	%
3.	$	%
4.	$	%
Total:	$405,000	22.5%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I George Burciaga (*print name*)

the Chief Executive Officer (*title*) and duly authorized representative

of the Sunrise Technologies Inc. (DBA Smartechs.net) (MBE/WBE *firm)* affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount $ 405,000.00 which represents the

above indicated total percentage 22.5 % for the contract amount $ 1,797,415.00.

(Signature of affiant) 9/22/09 (Date)

Subscribed and sworn to before me this 22nd day of September, 20 09

(Notary's Signature) (Notary Seal)

OFFICIAL SEAL
TERRI A. NEDZVEKAS
Notary Public - State of Illinois
My Commission Expires Oct 23, 2011

04.09

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Noel Mamplata (*print name*),

the SLGE Contracts Manager (*title*) and duly authorized

representative of Microsoft Corporation (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 405,000.00, which represents the

above indicated total percentage 22.5 % for the contract amount $ 1,797,415.00.

(Signature of affiant) 9/23/09 (Date)

Subscribed and sworn to before me this 23 day of September, 2009.

(Notary's Signature) (Notary Seal)

MIRIAM PALAS
MY COMMISSION # DD 869669
EXPIRES: May 30, 2013
Bonded Thru Notary Public Underwriters

04.09

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER**

☐ **FULL WBE WAIVER**

☒ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

7.5 % of Reduction for MBE Participation

0 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

☐ 1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

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

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

☒ 4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

Microsoft was able to contract approximately 22.5% of its Microsoft Consulting Services (MCS) through an MBE (Sunrise Technology), but was unable to commit a greater percentage due to the requirements of the engagement, as well as the work capacity of its selected MBE. Additionally, it is important to note that although the total dollars attributable to the MBE were 22.5%, the MBE Hours account for approximately 37% of the engagement.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

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

☐ 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

☐ 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

☐ 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

Based upon the nature of the MCS engagement, as well as the resource capabilities of its MBE subcontractor, Microsoft was unable to commit a greater percentage of hours to its MBE subcontractor. However, Microsoft has historically been in compliance with Cook County MBE/WBE requirements through its overall/company-wide utilization of MBE/WBEs (See Microsoft response and submissions pursuant to Cook County Doc. No. 08-45-2131). Microsoft is additionally providing its EEO-1 Report (immediately following) as evidence of continuing support for Diversity.

CERTIFICATIONS
(SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None.

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes:_____ No: X

b) If yes, list business address(es) within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:_____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Microsoft Corporation D/B/A: -------- EIN NO.: 91-1144442

Street Address: One Microsoft Way

City: Redmond State: WA Zip Code: 96052

Phone No.: 703-673-7871

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

04.09

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
William H. Gates III; One Microsoft Way, Redmond, WA; Approx. 8.76%		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Declaration (check the applicable box):

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder, to the best of the undersigned's knowledge and belief, has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Noel Mamplata
Name of Authorized Applicant/Holder Representative (please print or type)

SLGE Contracts Manager
Title

Signature

9/23/09
Date

noelmam@microsoft.com
E-mail address

954-492-5223
Phone Number

Subscribed to and sworn before me this 23 day of Sept, 2009

My commission expires:

X
Notary Public Signature

MIRIAM BARS Seal
MY COMMISSION # DD 869569
EXPIRES: May 30, 2013
Bonded Thru Notary Public Underwriters

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Microsoft Corporation

BUSINESS ADDRESS: One Microsoft Way

Redmond, WA 98052

BUSINESS TELEPHONE: 954-498-5223 FAX NUMBER: 425-708-0258

CONTACT PERSON: Noel Mamplata, SLGE Contracts Manager

FEIN: 91-1144442 *IL CORPORATE FILE NUMBER: 54437404

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Steve Ballmer VICE PRESIDENT: Kevin Turner

SECRETARY: Brad Smith TREASURER: Christopher Liddel

**SIGNATURE ~~OF PRESIDENT~~: _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

23rd day of Sept., 20 09

X _____
Notary Public Signature

My commission expires: _____
Notary Seal

MIRIAM PALAS
MY COMMISSION # DD 869669
EXPIRES: May 30, 2013
Bonded Thru Notary Public Underwriters

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

MICROSOFT CORPORATION

ASSISTANT SECRETARY CERTIFICATION

I, Benjamin O. Orndorff, do hereby certify that I am a duly elected and acting Assistant Secretary of Microsoft Corporation, a corporation incorporated and existing under the laws of the State of Washington U.S.A., (the "Company") and acting in such capacity, I do further certify:

1. Each of the persons named in the Attached Exhibit A is a duly elected, qualified and acting executive officer of the Company and that the title and business address of each of such officers is true and correct on the date hereof.

2. That on the date hereof, David Gallagher is a duly appointed and acting Director of Contracts for Microsoft Corporation and that in such capacity, Mr. Gallagher is authorized to execute public sector services contracts, consulting agreements and any offers or proposals related to such contracts and agreements on behalf of Microsoft Coproration, including but not limited to any agreements or proposals with the New York City Transit Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal of Microsoft Corporation this 19th day of June 2007.

MICROSOFT CORPORATION

Benjamin O. Orndorff, Assistant Secretary

MICROSOFT CORPORATION CORPORATE SEAL 1993 WASHINGTON

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Assistant Secretary of Microsoft Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 19th day of June 2007.

ANITA B. PEDERSEN - NOTARY PUBLIC
In and for the State of Washington USA.
residing at Seattle, Washington USA.
My Appointment expires: October 8, 2008

ANITA B. PEDERSEN COMMISSION EXPIRES NOTARY PUBLIC 10-8-08 STATE OF WASHINGTON

EXHIBIT A

ELECTION OF OFFICERS

RESOLVED, that the individuals listed below are each elected to the office listed.

FURTHER RESOLVED, that any and all actions taken by such persons prior to the date of these resolutions which would have been authorized by these resolutions but for the fact that such actions were taken prior to the date of these resolutions be, and hereby are, authorized, ratified, confirmed, adopted, and approved in all respects as the acts and deeds of the Company, duly approved by the Board of Directors.

Executive Officers	**Title**
Gates, William H.	Chairman
Ballmer, Steven A.	Chief Executive Officer
Bach, Robert J.	President, Entertainment and Devices Division
Brummel, Lisa E.	Senior Vice President, Human Resources
Johnson, Kevin R.	Co-President, Platforms and Services Division
Liddell, Christopher P.	Senior Vice President and Chief Financial Officer
Raikes, Jeffrey S.	President, Microsoft Business Division
Smith, Bradford L.	Senior Vice President, Legal and Corporate Affairs; Secretary
Turner, Brian Kevin	Chief Operating Officer
Other Senior Officers	
Allchin, James E.	Co-President, Platform Products & Services Division
Ayala, Orlando	Senior Vice President, Emerging Segment Markets
Berkowitz, Steven H.	Senior Vice President, Online Services
Burgum, Douglas J.	Senior Vice President
Cole, David W.	Senior Vice President
Courtois, Jean-Philippe	President, Microsoft International
DeVaan, Jon S.	Senior Vice President, Engineering Excellence
Flessner, Donald P.	Senior Vice President
Knook, Pieter C.	Senior Vice President, Mobile and Embedded Devices Business and Communications Sector
Mathews, Michelle J.	Senior Vice President, Marketing
Mehdi, Yusuf I.	Senior Vice President, Advertising Strategist
Muglia, Robert L.	Senior Vice President, Server and Tools Business Group
Mundie, Craig J.	Chief Research and Strategy Officer
Ozzie, Raymond E.	Chief Software Architect
Poole, William	Senior Vice President, Market Expansion Group
Rashid, Richard F.	Senior Vice President, Microsoft Research
Rudder, Eric	Senior Vice President, Technical Strategy
Sinofsky, Steven J.	Senior Vice President, Windows and Windows Live
Vaskevitch, David	Chief Technical Officer, Business Platforms
Vigil, Henry P.	Senior Vice President, Strategic Partnerships
Corporate Vice Presidents	
Allard, James E.	Corporate Vice President
Arbogast, Brian E.	Corporate Vice President
Belfiore, Joseph D.	Corporate Vice President
Bell, Jeffrey A.	Corporate Vice President

Boulware, Jane M.	Corporate Vice President
Joanne K. Bradford	Corporate Vice President
Brod, Frank H.	Corporate Vice President, Finance and Administration; Chief Accounting Officer
Burt, Thomas W.	Corporate Vice President, Assistant Secretary
Button, Thomas L.	Corporate Vice President
Callinicos, Brent	Corporate Vice President, Chief Financial Officer, Platforms and Services Division
Capossela, Christophe C.	Corporate Vice President
Chen, Timothy Yung-Cheng	Corporate Vice President
Chrapaty, Debra J.	Corporate Vice President
Clemons, Tanya	Corporate Vice President
Crozier, Alain G.J.	Corporate Vice President, Chief Financial Officer, Sales Marketing and Services Group
DelBene, Kurt D.	Corporate Vice President
DelBene, Suzan K.	Corporate Vice President
Delman, Mike	Corporate Vice President
Di Valerio, James Scott	Corporate Vice President
Elliott, Gerri T.	Corporate Vice President
Fathi, Behnam	Corporate Vice President
George, Grant N.W.	Corporate Vice President
Gibbons, R. Thomas	Corporate Vice President
Gounares, Alexander G.	Corporate Vice President
Gupta, Anoop	Corporate Vice President
Hey, Tony	Corporate Vice President
Hogan, Kathleen T.	Corporate Vice President
Holloway, Neil J	Corporate Vice President, President Europe, Middle East and Africa Area
Holmdahl, Todd E.	Corporate Vice President
Huston, Darren R.	Corporate Vice President
Irving, Blake J.	Corporate Vice President
Jaffe, Bruce A.	Corporate Vice President
Jha, Rajesh K.	Corporate Vice President
Jones, Christopher R.	Corporate Vice President
Khaki, Mohamed Jawad	Corporate Vice President
Kim, Shane S.	Corporate Vice President
Klein, Peter S.	Corporate Vice President, Chief Financial Officer, Microsoft Business Division
Koch, Mitchell L.	Corporate Vice President
Kummert, Theodore G.	Corporate Vice President
Larson-Green, Julie B.	Corporate Vice President
Leblond, Antoine J.	Corporate Vice President
Lee, Ralph Bryan	Corporate Vice President
Lees, Andrew P.	Corporate Vice President
Levin, Lewis C.	Corporate Vice President
Lewin, Dan'l	Corporate Vice President
Lichtman, Moshe	Corporate Vice President
Liffick, Stephen M.	Corporate Vice President
Ling, Daniel T.	Corporate Vice President
Majidimehr, Amir H.	Corporate Vice President
Martinez, Maria N	Corporate Vice President

McAniff, Richard J.	Corporate Vice President
Minervino, James M.	Corporate Vice President
Mitchell, William H.	Corporate Vice President
Moberg, Jens W.	Corporate Vice President
Moore, Peter	Corporate Vice President
Mount, Melinda J.	Corporate Vice President and Chief Financial Officer, Entertainment and Devices
Nadella, Satya	Corporate Vice President
Nash, Michael L.	Corporate Vice President
Neupert, Peter M.	Corporate Vice President
Pall, Gurdeep S.	Corporate Vice President
Paolucci, Umberto	Corporate Vice President; Senior Chairman, Microsoft Europe, Middle East and Africa Area
Park, Michael S.	Corporate Vice President
Parthasarathy, Sanjay	Corporate Vice President
Pathe, Peter D.	Corporate Vice President
Payne, Christopher D.	Corporate Vice President
Peracca, Alain	Corporate Vice President
Peterson, Leonard J.	Corporate Vice President
Phelps, Marshall C.	Corporate Vice President
Reller, Tami	Corporate Vice President
Rodriguez, Enrique	Corporate Vice President
Rosini, Eduardo H.	Corporate Vice President
Scott, Stuart L.	Corporate Vice President, Chief Information Officer
Sheldon, Elizabeth Jeanne	Corporate Vice President
Short, Robert T.	Corporate Vice President
Sievert, G.M.	Corporate Vice President
Snapp, Mary E.	Corporate Vice President, Assistant Secretary
Somasegar, Sivaramakichenane	Corporate Vice President
Sparks, Lindsay	Corporate Vice President
Srivastava, Amitabh	Corporate Vice President
Tatarinov, Kirill	Corporate Vice President
Teper, Jeffrey A.	Corporate Vice President
Thompson, David M.	Corporate Vice President
Thompson, Richard R.	Corporate Vice President
Treadwell, David R.	Corporate Vice President
Veghte, William L.	Corporate Vice President
Wahbe, Robert S.	Corporate Vice President
Warren, Todd M.	Corporate Vice President
Watson, Allison L.	Corporate Vice President
Westlake, Blair	Corporate Vice President
Witts, Simon	Corporate Vice President
Zhang, Ya-Qin	Corporate Vice President
Zinn, George H.	Corporate Vice President; Treasurer

Other Officers

Anderson, Nancy J.	Assistant Secretary
Dolliver, Keith R.	Assistant Secretary
Eppenauer, D. Bart	Assistant Secretary
Frank, John E.	Assistant Secretary
Gutierrez, Horatio E.	Assistant Secretary
Orndorff, Ben O.	Assistant Secretary

Passman, Pamela S.	Assistant Secretary
Rubin, Thomas C.	Assistant Secretary
Seethoff, John A.	Assistant Secretary
Tanzi, Lisa J.	Assistant Secretary
Barrie, Edward R.	Assistant Treasurer
Broz, Mary D.	Assistant Treasurer
Damon, Albert H.	Assistant Treasurer
Jorgensen, Lori M.	Assistant Treasurer
Kurth, Gretchen A.	Assistant Treasurer

Noel Mamplata

From: David Gallagher
Sent: Tuesday, September 22, 2009 5:40 PM
To: Public Sector Services Business Desk; Public Sector SSR Team
Cc: Joan Bertz
Subject: Signature Authority

I will be in NYC on Wednesday through Friday in a Red Team review for NYPD-LMSI proposal. To keep the rest of the US PubSec business moving forward Kim Jennissen will execute Federal contract documents and Noel Mamplata will execute SLGE contract documents.

Thanks so much,

David T. Gallagher
Director of Contracts, U.S. Public Sector Services
12012 Sunset Hills Road, Reston, VA 20190
Ph: 703-673-7871 | Cell: 571-228-7487 | Fax: 425-708-0482

bing

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Todd H. Shaw
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Triple-Colvin
COOK COUNTY PURCHASING AGENT

[illegible]
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 20th DAY OF October, 2009

IN THE CASE OF A ~~BID~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~BID~~/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 09-41-340

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: $ 2,200,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

JB 12-3-09
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 15 2009

COM _____

04.09