

CONTRACT FOR SERVICE

DOCUMENT NO. 12-90-440



**TECHNICAL SUPPORT AND MAINTENANCE
FOR
COOK COUNTY BUREAU OF TECHNOLOGY, CLERK OF THE CIRCUIT COURT
CLERK'S OFFICE, SHERIFF'S OFFICE AND THE TREASURER'S OFFICE**

WITH: MICROSOFT CORPORATION

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

APPROVED BY BOYD
COOK COUNTY CLERK OF COURTS

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REQ# XXXXX

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Microsoft Corporation**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Bureau of Technology, Clerk of the Circuit Court , Clerk's Office, Sheriff's Office and Treasurer's Office**, and the, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Technical Support and Maintenance.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, 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:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County December 31, 2012 through December 30, 2015.

III. PAYMENT

In no case shall such charges exceed the amount of **\$1,585,824.00**. 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 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, 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. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

This Contract consists of the following Contract Documents, which collectively make up the Contract. 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.

The Order of Precedence is as follows:

1. Part I, Agreement
2. Part II, General Terms and Conditions
3. Exhibit A, Microsoft Proposal of Service
 - Attachment 1: Microsoft Premier Support Description Schedule for the Cook County Bureau of Technology
 - Attachment 2: Microsoft Premier Support Description Schedule for the Cook County Bureau of Technology Development Group
 - Attachment 3: Microsoft Premier Support Description Schedule for the Cook County Clerk of Circuit Court
 - Attachment 4: Microsoft Premier Support Description Schedule for the Cook County Clerk's Office
 - Attachment 5: Microsoft Premier Support Description Schedule for the Cook County Sheriff's Office
 - Attachment 6: Microsoft Premier Support Description Schedule for the Cook County Treasurer's Office
4. Exhibit B, Cook County Board Approval Letter
5. Exhibit C, Cook County Travel Policy
6. Exhibit D, Economic Disclosure Statement/Execution Pages

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-90-440 for Technical Support and Maintenance for Cook County Bureau of Technology, Clerk of the Circuit Court, Clerk's Office, Sheriff's Office and Treasurer's Office, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	3	<p>TECHNICAL SUPPORT AND MAINTENANCE FOR BUREAU OF TECHNOLOGY AS PER EXHIBIT A, ATTACHMENT 1 HEREIN.</p> <p><u>\$ 79,822.00 / YEAR</u> <u>\$ 239,466.00 / TOTAL</u></p>
2.	YEAR	3	<p>TECHNICAL SUPPORT AND MAINTENANCE FOR BUREAU OF TECHNOLOGY DEVELOPMENT GROUP AS PER EXHIBIT A, ATTACHMENT 2 HEREIN.</p> <p><u>\$ 95,600.00 / YEAR</u> <u>\$ 286,800.00 / TOTAL</u></p>
3.	YEAR	3	<p>TECHNICAL SUPPORT AND MAINTENANCE FOR THE CLERK OF CIRCUIT COURT AS PER EXHIBIT A, ATTACHMENT 3 HEREIN.</p> <p><u>\$ 79,822.00 / YEAR</u> <u>\$ 239,466.00 / TOTAL</u></p>
4.	YEAR	3	<p>TECHNICAL SUPPORT AND MAINTENANCE FOR THE CLERK'S OFFICE AS PER EXHIBIT A, ATTACHMENT 4 HEREIN.</p> <p><u>\$ 69,978.00 / YEAR</u> <u>\$ 209,934.00 / TOTAL</u></p>

5. YEAR 3 TECHNICAL SUPPORT AND
MAINTENANCE FOR THE
TREASURER'S OFFICE
AS PER EXHIBIT A, ATTACHMENT 5
HEREIN.

\$ 99,938.00 /YEAR
\$ 299,814.00 /TOTAL

6. YEAR 3 TECHNICAL SUPPORT AND
MAINTENANCE FOR THE
SHERIFF'S OFFICE
AS PER EXHIBIT A, ATTACHMENT 6
HEREIN.

\$ 103,448.00 /YEAR
\$ 310,344.00 /TOTAL

GRAND TOTAL: \$ 1,585,824.00

PART II - General Terms and Conditions

1. **Definitions.**

In this Contract, a "party" or "parties" means you and/or us as the context requires. "You", the "County", or "Bureau of Technology" means the Government of Cook County, and may also refer, as the context requires, to your affiliates who enter into a statement of services or task order under this Contract. "We", "us", "our", "Contractor," or "Microsoft", means the Microsoft Corporation, and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

"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 or task order;

"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 Contract;

2. **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 Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve Microsoft from its obligations or change the terms of the Contract. Microsoft shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. 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 Microsoft shall have no effect on the County and are null and void. Prior to the commencement of the Contract, Microsoft shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Microsoft shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

Microsoft must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom Microsoft 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. Microsoft is not required to disclose employees who are paid or estimated to be paid. Microsoft is not required to disclose employees who are paid solely through Microsoft'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 Microsoft is uncertain whether a disclosure is required under this Section, Microsoft must either ask the County, whether disclosure is required or make the disclosure.

3. Personnel.

The quality, experience and availability of personnel employed by Microsoft is of the essence. Microsoft 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, Microsoft to remove any of Microsoft'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 Microsoft's personnel, Microsoft shall be fully responsible to County for all work performed pursuant to this Contract by Microsoft's employees, subcontractors or others who may be retained by Microsoft with the approval of the County.

4. Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance or self-insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

Self-Insurance

A Contractor/Vendor may elect to self-insure all or a portion of the insurance coverages and limits required below. The Contractor/Vendor must provide to the Chief Procurement Officer/Department of Risk Management evidence to demonstrate its financial ability to self-insure the insurance coverages and limits required.

I. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

- (1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Broad Form Blanket Contractual Liability;
- (d) Products/Completed Operations;
- (e) Employees included as additional insured;
- (f) Broad Form Property Damage Liability;
- (g) Cross Liability.

II. Additional requirements

(a) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(b) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Department of Risk Management at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Vendor's obligations to obtain insurance pursuant to these insurance requirements.

III. Professional Errors & Omissions Insurance

Covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive data shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

5. **Payment.**

All invoices submitted by Microsoft 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 Microsoft 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. Microsoft shall not be entitled to invoice the County for any late fees or other penalties.

6. **Prepaid Fees.**

[Intentionally Omitted]

7. **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.

8. **Price Reduction.**

If at any time after the contract award, Microsoft 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, Price Reduction, a general price reduction shall include reductions in the effective price charged by Microsoft 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 Microsoft makes in the price of the Deliverables to its prospective customers generally.

9. **Contractor Credits.**

To the extent Microsoft 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. Microsoft shall reflect any such credits on its invoices and in the amounts it invoices the County.

10. Disputes.

Prior to any court action, any dispute arising under the Contract between the County and Microsoft shall be preliminarily decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to Microsoft and the Director of the Using Department. 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 Chief Procurement Officer 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 Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

11. Default; County's Termination for Cause.

Microsoft shall be in default hereunder in the event of a material breach by Microsoft of any term or condition of this Contract including, but not limited to, a representation or warranty, where Microsoft has failed to cure such breach within thirty (30) days after written notice of breach is given to Microsoft by the County, setting forth the nature of such breach.

In the event Microsoft 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 Microsoft expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, or Microsoft does not cure a breach of any material or conditions of this Contract during the cure period, the County may, at its option, declare Microsoft 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 Microsoft further opportunity to cure such breach. Failure of County to give written notice of breach to Microsoft shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should Microsoft commit a subsequent breach of this Contract. Termination of this Contract by the County shall immediately terminate all statements of services and task orders incorporated herein. Upon termination, Microsoft shall immediately tender back to the County any County confidential information in its possession.

Except for defaults of the County involving non-payment of invoices for which the County's cure period shall be sixty (60) days after written notice has been given by Microsoft to the County, the County shall be in default hereunder if any other material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Microsoft to the County, setting forth the nature of such breach.

12. County's Remedies.

Following notice of material breach to Microsoft, the County reserves the right to withhold payments otherwise owed to Microsoft until such time as Microsoft has cured the breach. If Microsoft fails to remedy a material breach during the thirty (30) day cure period pursuant to 11., Default, or if Microsoft 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 Microsoft 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.

13. Microsoft's Remedies.

If the County has been notified of breach and fails to remedy the breach during the thirty (30) day cure period pursuant to 11., Default, except that for defaults of the County involving non-payment of invoices where the County's cure period is sixty (60) days pursuant to 11., Default, Microsoft 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. Microsoft shall have the right to pursue all remedies available in law or equity. In all cases Microsoft'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 Microsoft. In no event shall Microsoft be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Microsoft shall not disrupt the County's operations or repossess any component thereof.

14. Limitations of liability.

a. **Limitation on Direct Damages.** There may be situations in which the County has a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for the County's claims, Microsoft's 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 the County has paid Microsoft under the applicable statement of services. The limitations contained in this paragraph will not apply with respect to the following:

- (i) Microsoft's obligations under the section on Defense of infringement and misappropriation claim, above;
- (ii) Microsoft's liability for damages for gross negligence or willful misconduct, to the extent caused by us or our Microsofts and awarded by a court of final adjudication; and
- (iii) Microsoft's obligations under the section on Confidentiality.

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 contract, 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, the limitations on and exclusions of liability for damages in this Contract 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.

15. Modifications and Amendments.

The parties may 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

16. 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 Microsofts; (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. This Section provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

17. Compliance with the Laws.

Microsoft 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 Microsoft's employees, agents or subcontractors shall be the responsibility of Microsoft. Microsoft shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

18. Minority and Women Business Enterprises- Cook County Ordinance Chapter 10-43.7 Professional and Consulting Service and Sole Source.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the 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 percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the 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-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract 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 remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A Utilization Plan identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A Letter of Intent for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current Letter of Certification for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. Waiver/Goal Reduction Petition must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. Annual Contracts: monthly reporting from both Prime and Sub-Contractors.
2. Multi Year Contracts: quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. One time purchases require verification of proof of payment immediately. Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-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.

Any questions regarding MBE and WBE requirements should be directed to:

Shannon Andrews
Contract Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

19. **Conduct of the Contractor.**

Microsoft agrees to inform the County on a timely basis of all of Microsoft's interests, if any, which are or which Microsoft reasonably believes may be incompatible with any interest of the County. Microsoft shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither Microsoft 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 Microsoft will have access to the County's protected health information in performing its responsibilities under this Contract, Microsoft 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.

20. **Accident Reports.**

Microsoft shall provide the Chief Procurement Officer 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. Microsoft 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.

21. Use of County Premises and Resources.

Microsoft 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. Microsoft 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, Microsoft 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.

22. 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 Microsoft. Unless otherwise stated in the notice, the effective date of such termination shall be thirty (30) 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, Microsoft 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, Microsoft 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. Microsoft shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. Termination of this Contract by the County shall immediately terminate all statements of services and task orders incorporated herein. Upon termination of this Contract, Microsoft shall immediately tender back to the County any County confidential information in its possession.

23. 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 CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO MICROSOFT:

At address provided below, or as otherwise indicated in writing to County Chief Procurement Officer 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."

Microsoft Corporation
5404 Wisconsin Ave.
Chevy Chase, MD 20815
Attn.: Kevin Hartley
Senior Attorney
(Include County Contract Number in all notices)

24. Representations and Warranties.

a. Microsoft's Representations.

Microsoft shall perform all of the Services set forth herein. Microsoft represents that it understands the nature, location, and scope of the Services, the character of the equipment and facilities needed preliminary to and during the performance of the Services, and the general and local conditions and all other matters which can in any way affect the Services and is not relying on any representations or promises by Cook County except as set forth in this Contract.

Microsoft shall reasonably cooperate with other consultants, if any and employees of Cook County in performing the Services.

b. Microsoft's Warranties.

1. The Consultant warrants that the Services shall be performed with professional care and skill in accordance with mutually agreed specifications.
2. The Consultant warrants and represents that it has full authority under applicable law to execute and deliver this Contract and to perform all of the obligations under this Contract.
3. The Consultant represents that it shall perform the Services in a safe and diligent manner.

c. Warranty for Task Order (Firm Fixed Price) Deliverables.

In the event that the Service Deliverable is based upon a Firm Fixed Price Task Order, Microsoft warrants that the service deliverables will materially conform to the functional specifications at the time of County's acceptance and for a period of sixty (60) days thereafter, provided County notifies Microsoft in writing of any non-conformance within the sixty (60) day period. As Microsoft's sole obligation and Cook County's exclusive remedy for breach of this warranty, Microsoft will, at its option, correct any material non-conformance in the service deliverables reported by Cook County within the warranty period or refund the fees Cook County paid Microsoft for the non-conforming service deliverables. This warranty shall not apply if (i) the system(s) on which the service deliverables depend, is modified by Cook County or a third party; (ii) is used improperly or (iii) if non-conformance is due to causes external to the services deliverable(s).

d. 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 contract (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 contract between you and us, and then only to the extent expressly provided in this contract.

25. 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 Contract 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 Contract 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.

26. 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 software and product 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 Contractor's 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 Contract 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 Contract 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.

27. **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 Contract 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>.

28. **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.

29. **Audit; Examination of Records.**

Provided that any audit is narrowly applied to this transaction, and provided that any examination is pursuant to a request for records to be sent to the County Auditor and not on site, Microsoft 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, audit, excerpt, copy or transcribe non-confidential and non-proprietary information directly related to the contract, which includes, time-sheets, invoices, receipts, travel & expense information, status reports, service deliverables and any books or documents to evidence Microsoft's compliance and performance of services for the County under this Contract.. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business.

Microsoft 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, audit, excerpt, copy or transcribe non-confidential and non-proprietary information directly related to the contract, which includes, time-sheets, invoices, receipts, travel & expense information, status reports, service deliverables and any books or documents to evidence Subcontractor's compliance and performance of services under Microsoft for the County.

In the event Microsoft receives payment under the Contract, reimbursement for which is later disallowed by the County Microsoft 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 Microsoft under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Microsoft shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Contract, 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 Microsoft carries out any of its duties under the Contract through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Microsoft 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 Contract; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

30. Governing Law.

This Contract shall be governed by and construed under the laws of the State of Illinois. Microsoft agrees that 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 relate to the contract, shall be litigated in the United States District Court, Northern District of Illinois, Eastern Division. Microsoft 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. Both Microsoft and County agree that, if litigation is initiated by either party to this Contract, both parties shall waive their right to a trial by jury."

31. 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.

32. Force Majeure or Unavoidable Delays.

Neither Microsoft 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

33. Independent Contractor Status; No Third Party Beneficiaries.

Microsoft 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 Microsoft nor Microsoft'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.

34. 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 eligibility 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.

35. Non-Appropriation.

This contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give Microsoft notice of failure of funding as soon as practicable after the System Board becomes aware of the failure of funding. The System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

36. Severability.

If a court holds any provision of this Contract, a task order, 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 Contract or statement of services to give effect to the stricken clause to the maximum extent possible.

37. Survival.

The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, and, notices, will survive any termination or expiration of this Contract.

39. Counterparts.

This Contract, any task order and/or 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).

40. Non-exclusivity.

This Contract (including any task order or 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 Contracts with other parties to license, use or promote non-Microsoft software or services.

41. Entire Contract.

The term "Contract" refers to and incorporates all of the Contract Documents. It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and Contracts between the parties. Any prior Contracts, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

CONTRACT NO. 12-90-440

EXHIBIT A

Microsoft Proposal of Service

State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)
Services Description Number.
 (For Microsoft Internal Purposes Only)
 MSL Number

U8134419

This services description (“**Services Description**”) is made pursuant to the Microsoft Product Services and Support Services Agreement – State & Local (the “**Agreement**”) effective as of 9/8/05, which is incorporated herein by this reference. In this Services Description “**You**”, “**Your**” or “**Customer**” means the undersigned customer and “**We**”, “**Us**,” or “**Our**” means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer IL-Cook County Office for Technology	Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.)	
Name of Customer or Affiliate that executed the Agreement if different than the undersigned <i>State of Illinois – Central Management Services</i>		
Street Address	Contact E-mail Address	
City	State/Province	Phone
Country USA	Postal Code	Fax
Invoicing		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable in full within 60 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order.		
Term		
This Services Description will commence on the date of final signature on Cook County Contract No. 12-90-440 (the “Commencement Date”) and will expire on the completion of all renewals as provided in the Fees and Named Contacts Schedule attached to this Services Description.		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) IL-Cook County Office for Technology	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Date	Date

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the “Services”). In addition, it sets forth the parties’ respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource (“Services Resource”) helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the “Premier Support Fees” section below:

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops and Events. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. ***All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).*** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
- b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Subject to the conditions identified below, incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

Before Microsoft will be allowed to respond to any problem resolution requests as identified above, and which request requires travel and living expense for the Microsoft resource in order to be actioned upon, Microsoft must have Cook County approval to so perform against the incident. It is furthermore understood and agreed that Microsoft will not make a separate charge for any such travel or living expenses, but will, with Cook County consent, convert existing and available Premier Hours in sufficient quantities to cover such costs. Microsoft agrees that any such travel expenses will be subject to terms of Cook County Travel Regulations, which is attached hereto and incorporated herein as Attachment 1.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	<ul style="list-style-type: none"> • Catastrophic business impact: • Complete loss of a core (mission critical) business process and work cannot reasonably continue • Needs immediate attention 	<ul style="list-style-type: none"> • 1st call response in 1 hour or less • Our Resources at Your site as soon as possible. • Continuous effort on a 24x7 basis • Rapid Escalation within Microsoft to Product teams • Notification of Our Senior Executives 	<ul style="list-style-type: none"> • Notification of Your Senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority
A Submission via phone only	<ul style="list-style-type: none"> • Critical business impact: • Significant loss or degradation of services • Needs attention within 1hour 	<ul style="list-style-type: none"> • 1st call response in 1 hour or less • Our Resources at Your site as required. • Continuous effort on a 24x7 basis • Notification of Our Senior Managers 	<ul style="list-style-type: none"> • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority • Management notification
B Submission via phone or web	<ul style="list-style-type: none"> • Moderate business impact: • Moderate loss or degradation of services but work can reasonably continue in an impaired manner. • Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> • 1st call response in 2 hours or less • Effort during Business Hours¹ only 	<ul style="list-style-type: none"> • Allocation of appropriate resources to sustain Business Hours¹ continuous effort • Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	<ul style="list-style-type: none"> • Minimum business impact: • Substantially functioning with minor or no impediments of services. • Needs attention within 4 	<ul style="list-style-type: none"> • 1st call response in 4 hours or less • Effort during Business Hours¹ only 	<ul style="list-style-type: none"> • Accurate contact information on case owner • Responsive within 24 hours.

¹ Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. **Rapid Onsite Support Services.** You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- c. **Software Assurance Benefits.** You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. **Infrastructure Support Assistance.** Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

- b. **Reviews.** A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. **All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).**
- c. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. **Premier online website.** The Premier online website provides access to the following information resources at no additional charge:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
- b. **Support Webcasts.** Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, We agree that any such travel and living expense will, with Cook County consent, be converted from existing and available Premier Hours in sufficient quantities to cover such costs. Microsoft agrees that any such travel expenses will be subject to terms of Cook County Travel Regulations.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) MUST BE UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S). NOTWITHSTANDING THE FOREGOING, DURING THE TERM OF THIS CONTRACT, EXCESS PREMIER HOURS CAN BE USED FOR OTHER PREMIER ACTIVITIES SUCH AS, BUT NOT LIMITED TO: ADDITIONAL TECHNICAL TRAINING ONSITE, REMOTE OR AT A MICROSOFT OFFICE, TECHNICAL DESIGN REVIEWS, AND MICROSOFT CONFERENCE ENROLLMENTS AT THE CUSTOMER'S DISCRETION WITHIN THE DATE PARAMETERS OF THE AGREEMENT.**
- f. Microsoft shall provide to the County on a monthly basis, a summary of the County's usage and availability of Premier Hours ("Contract Usage Report"). To promote full utilization of Premier Services during the Contract term, the Parties shall meet on quarterly basis.
- g. Support Assistance is dependent upon the availability of resources.
- h. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- i. You must have access to the Internet in order to take advantage of Internet-based services.

- j. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- k. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- l. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (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. 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 for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code

provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code 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 (collectively, "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.

- e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved..

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- ✓ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **IL Cook County
Office for Technology**

(Microsoft Affiliate to complete)
Premier Support Services Description Number

(Microsoft Affiliate to complete)
Schedule Number

001380326
Ren_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary.

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$528,608*	\$528,608**	\$528,608***	\$1,585,824
Total	\$528,608*	\$528,608**	\$528,608***	\$1,585,824

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States (Premier Standard 0)
Schedule: IL – Cook County Office for Technology <ul style="list-style-type: none">• Support Account Management (estimated at 150)• Up to 115 hours Workshops, Support Assistance*• Up to 108 hours Problem Resolution Support

Country: United States (Premier Standard 0)
Schedule: IL – Cook County Treasurer <ul style="list-style-type: none">• Support Account Management (estimated at 200)• Up to 67 hours Workshops, Support Assistance*• Up to 200 hours Problem Resolution Support

Country: United States (Premier Standard 0)
Schedule: IL – Cook County Clerk's Office <ul style="list-style-type: none">• Support Account Management (estimated at 140)• Up to 47 hours Workshops, Support Assistance*• Up to 140 hours Problem Resolution Support

Country: United States (Premier Standard 0)
Schedule: IL – Cook County Sheriff <ul style="list-style-type: none">• Support Account Management (estimated at 160)• Up to 160 hours Workshops, Support Assistance*• Up to 50 hours Problem Resolution Support• Third Tier Support for SQL Server• SCCM Risk Assessment• Onsite Resource Site Visit

Country: United States (Premier Standard 0)
Schedule: IL – Cook County Circuit of the Court <ul style="list-style-type: none">• Support Account Management (estimated at 150)• Up to 115 hours Workshops, Support Assistance*• Up to 108 hours Problem Resolution Support

Country: United States (Premier Developer)
Schedule: IL – Cook County Office of Development <ul style="list-style-type: none">• Up to 400 hours of Application Development Manager

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Gunnar Podlesak
Address: Microsoft Corporation 200 E Randolph Suite 200 Chicago, IL 60601
Phone: (312) 920-5702
Email: gunnar@microsoft.com
Facsimile:

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CONTRACT NO. 12-90-440

Attachment 1

Microsoft Premier Support Description Schedule
for the Cook County Bureau of Technology

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **Cook County
Office for Technology**
 (Microsoft Affiliate to complete)
Premier Support Services Description Number
 (Microsoft Affiliate to complete)
Schedule Number

001380326
Renewal_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire on <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$79,822*	\$79,822**	\$79,822***	\$239,466
Total	\$79,822*	\$79,822**	\$79,822***	\$239,466

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States
<ul style="list-style-type: none"> • Support Account Management (estimated at 150) • Up to 115 hours for Workshops, Support Assistance* • Up to 108 hours for Problem Resolution Support • Unlimited User Access to Premier Online Website

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:	Gunnar Podlesak
Address:	Microsoft Corporation 200 E Randolph Suite 200 Chicago, IL 60601
Phone:	(312) 920-5702
Email:	gunnar@microsoft.com

3. CUSTOMER NAMED CONTACTS

- a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CONTRACT NO. 12-90-440

Attachment 2

Microsoft Premier Support Description Schedule
for the Cook County Bureau of Technology Development Group

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **IL Cook County Bureau of Technology** (Microsoft Affiliate to complete)
Premier Support Services Description Number 001380326
 (Microsoft Affiliate to complete)
Schedule Number Ren_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire on <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$95,600*	\$95,600**	\$95,600***	\$286,800
Total	\$95,600*	\$95,600**	\$95,600***	\$286,800

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below. Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States (Standard 0 +)
<ul style="list-style-type: none"> Up to 400 Hours for Applications Development Consulting (ADC)

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Gunnar Podlesak
Address: Microsoft Corporation 200 E Randolph, Suite 200 Chicago, IL 60601
gunnar@microsoft.com
Phone: 312-920-5702
Fax: 425-936-7329

3. CUSTOMER NAMED CONTACTS

- a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address: _____ _____	Address: _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CONTRACT NO. 12-90-440

Attachment 3

Microsoft Premier Support Description Schedule
for the Cook County Clerk of Circuit Court

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **Cook County**
Clerk of the Circuit Courts

(Microsoft Affiliate to complete)
Premier Support Services Description Number

(Microsoft Affiliate to complete)
Schedule Number

001380326
Renewal_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire on <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$79,822*	\$79,822**	\$79,822***	\$239,466
Total	\$79,822*	\$79,822**	\$79,822***	\$239,466

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.
 Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States
<ul style="list-style-type: none"> • Support Account Management (estimated at 150) • Up to 115 hours for Workshops, Support Assistance* • Up to 108 hours for Problem Resolution Support • Unlimited User Access to Premier Online Website

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:	Gunnar Podlesak
Address:	Microsoft Corporation 200 E Randolph Suite 200 Chicago, IL 60601
Phone:	(312) 920-5702
Email:	gunnar@microsoft.com

3. CUSTOMER NAMED CONTACTS

a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Attachment 4

Microsoft Premier Support Description Schedule
for the Cook County Clerk's Office

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **Cook County Clerk's Office** (Microsoft Affiliate to complete)
Premier Support Services Description Number 001380326
 (Microsoft Affiliate to complete)
Schedule Number Renewal_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire on <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$69,978*	\$69,978**	\$69,978***	\$209,934
Total	\$69,978*	\$69,978**	\$69,978***	\$209,934

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States
<ul style="list-style-type: none"> • Support Account Management (estimated at 140) • Up to 47 hours for Workshops, Support Assistance* • Up to 140 hours for Problem Resolution Support • Unlimited User Access to Premier Online Website

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:	Gunnar Podlesak
Address:	Microsoft Corporation 200 E Randolph Suite 200 Chicago, IL 60601
Phone:	(312) 920-5702
Email:	gunnar@microsoft.com

3. CUSTOMER NAMED CONTACTS

a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address:	Address:
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Attachment 5

Microsoft Premier Support Description Schedule
for the Cook County Treasurer's Office

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **Office of Cook
County Treasurer**
(Microsoft Affiliate to complete)
Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001380326
Renewal_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on <u>12/31/2012</u> (the "Commencement Date") and will expire on <u>12/30/2015</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$99,938*	\$99,938**	\$99,938***	\$299,814
Total	\$99,938*	\$99,938**	\$99,938***	\$299,814

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States
<ul style="list-style-type: none"> • Support Account Management (estimated at 200) • Up to 67 hours for Workshops, Support Assistance* • Up to 200 hours for Problem Resolution Support • Unlimited User Access to Premier Online Website

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:	Gunnar Podlesak
Address:	Microsoft Corporation 200 E Randolph Suite 200 Chicago, IL 60601
Phone:	(312) 920-5702
Email:	gunnar@microsoft.com

3. CUSTOMER NAMED CONTACTS

- a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CONTRACT NO. 12-90-440

Attachment 6

Microsoft Premier Support Description Schedule
for the Cook County Sheriff's Office

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts:**

Customer: **Cook County Sheriff** (Microsoft Affiliate to complete)
Premier Support Services Description Number 001380326
 (Microsoft Affiliate to complete)
Schedule Number Renewal_001380326

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
 This Schedule will commence on 12/31/2012 (the "Commencement Date") and will expire on 12/30/2015 (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Year 1 Price (US\$)	Year 2 Price (US\$)	Year 3 Price (US\$)	Total Price (US\$)
Country: United States	\$103,448*	\$103,448**	\$103,448***	\$310,344
Total	\$103,448*	\$103,448**	\$103,448***	\$310,344

* Purchase Order for Year 1 must be received by December 31, 2012 in order to secure pricing detailed in this Schedule as Microsoft Public Sector Premier Pricing will be increasing on January 1, 2013. If Purchase Order is not received by December 31, 2012, this Schedule is VOID and a new Schedule will be issued containing the January 1, 2013 price increase.

** Provided that the Year 1 Purchase Order was received in a timely fashion as described above (December 31, 2012), the Year 2 Purchase Order must be received by December 31, 2013 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2013, or the Year 1 Purchase Order was not timely received (December 31, 2012), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.

*** Provided that the Year 1 and Year 2 Purchase Orders were received in a timely fashion as described above (December 31, 2012, and December 31, 2013), the Year 3 Purchase Order must be received by December 31, 2014 to maintain the terms of this schedule securing pricing detailed in this Schedule. If Purchase Order is not received by December 31, 2014, or the Year 1 or Year 2 Purchase Orders were not timely received (December 31, 2012, or December 31, 2013), this Schedule is VOID and a new Schedule will be issued based upon the then current Microsoft U.S. Public Sector Service pricing for the Premier Services described below.
 Year 2 and 3 Dollar Amounts above are calculated by maintaining current pricing over the life of the three year contract. Assuming Year 2 and Year 3 Purchase Orders are received as noted above, Cook County Agencies may also purchase additional Premier Support Hours over the life of the contract at the secured pricing level.

b. Annual Services by Support Location

Country: United States (Standard 0)
<ul style="list-style-type: none"> • Support Account Management (estimated at 160) • Up to 160 hours for Workshops, Support Assistance* • Up to 50 hours for Problem Resolution Support • Third Tier SQL Server Support • One SCCM RAP

- Onsite Resources Site Visit
- Unlimited User Access to Premier Online Website

* All registration requirements for Workshops and Events must be completed by you no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Gunnar Podlesak
Address: Microsoft Corporation 200 E Randolph, Suite 200 Chicago, IL 60601
gunnar@microsoft.com
Phone: 312-920-5702
Fax: 425-936-7329

3. CUSTOMER NAMED CONTACTS

a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

CONTRACT NO. 12-90-440

EXHIBIT B
BOARD APPROVAL LETTER

CONTRACT NO. 12-90-440

Exhibit C

Cook County Travel Policy



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

CONTRACT NO. 12-90-440

Exhibit D

Economic Disclosure Statement/Execution Pages

**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	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	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 Chief Procurement Officer. 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.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

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)
- 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 Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*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.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must 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 the Bid Opening date.**

** Microsoft is a Sole Source for the Services to be provided, and does not utilize Subcontractors for the provision of such services. However, Microsoft indirectly complies with the intent of the MBE/WBE requirement as a result of its participation in Chicago United's Five Forward Program.

LETTER OF INTENT (SECTION 2)

M/WBE Firm: NA

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____.

SEAL

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)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. 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)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION NA

- (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) Used 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.

See attached Page for explanation.

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) Cook County Works Department;
- 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 addresses 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) 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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: 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: 96502

Phone No.: 703-673-7878

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
<u>William H. Gates, III: One Microfot Way, Redmond WA; Approx. 8.76%</u>		

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
<u>NA</u>		

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
<u>NA</u>			

Declaration (check the applicable box):

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

David T. Gallagher
Name of Authorized Applicant/Holder Representative (please print or type)

David T. Gallagher
Signature

dgallagh@microsoft.com
E-mail address

Director of Contracts
Title

3-7-12
Date

703-613-7871
Phone Number

Subscribed to and sworn before me
this 7 day of 3, 2012

My commission expires: 10-31-12

x melissa Ransome
Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. This statement is made to the best of the undersigned's knowledge and belief. Microsoft does not keep records of such familial relationships. To the best of my knowledge and belief, the information provided above is true and complete.

David T. Gallagher _____ 3-9-12
Owner/Employee's Signature Date
Director of Contracts

Subscribe and sworn before me this 9 Day of March, 2012

a Notary Public in and for Fauquier County

Melissa Ranslem
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 10-31-12

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:



Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

**** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION

(SECTION 9)

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Microsoft Corporation

BUSINESS ADDRESS: One Microsoft Way
Redmond, WA 98052

BUSINESS TELEPHONE: (703) 673-7871 FAX NUMBER: (425) 708-0482

CONTACT PERSON: David T. Gallagher

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

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Steve Ballmer VICE PRESIDENT: Kevin Turner

SECRETARY: Brad Smith TREASURER: Peter Klein

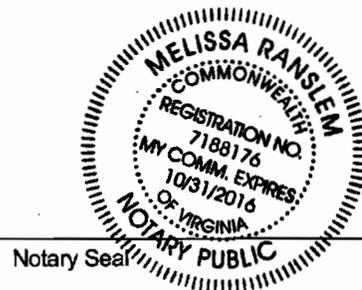
Director of Contracts
**SIGNATURE OF PRESIDENT: David T. Gallagher

ATTEST: [Signature] Contracts Manager
(CORPORATE SECRETARY)

Subscribed and sworn to before me this
29 day of November, 2013.

x Melissa Ranslem
Notary Public Signature

My commission expires:
10-31-2016



* 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's Certificate

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

1. At the date of this Certificate, David T. Gallagher is a duly appointed and acting Director of Contracts for the Company; and
2. In such capacity, Mr. Gallagher is authorized to execute public sector services contracts, consulting agreements, product support service agreements and any offers or proposals related to such contracts and agreements on behalf of the Company, including but not limited to any agreements or proposals with the City of Boston.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 29th day of November 2010.



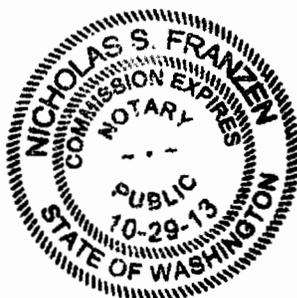


Benjamin O. Orndorff,
Assistant Secretary

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 29th day of November 2010.





NICHOLAS S. FRANZEN - NOTARY PUBLIC
In and for the State of Washington, USA.
residing at Seattle, Washington, USA.
My Appointment expires: October 29, 2013

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

NOT Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS
Maria de Lourdes Cas

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS ¹⁸ 18 DAY OF December, 20 12

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
12-90-440

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,585,824
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:
Julia C. Bennett

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

DEC 18 2012

COM _____