

CONTRACT FOR SERVICE

DOCUMENT NO. 1490-13636



**CONSULTING SERVICES
FOR
COOK COUNTY DEPARTMENT OF OFFICE TECHNOLOGY**

WITH: MICROSOFT CORPORATION

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

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 21 2014

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REQ# 110230002

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CONTRACT FOR SERVICE
PART I - AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and **MICROSOFT CORPORATION** hereinafter the "Contractor" or "Microsoft", pursuant to authorization by the Cook County Board of Commissioners on May 21, 2014 as evidence by the Board authorization letter attached hereto as Exhibit "A".

WHEREAS, the County is responsible for procuring services for **COOK COUNTY BUREAU OF TECHNOLOGY** (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **CONSULTING SERVICES;**

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

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

1. **WORK PROGRAM**

The Contractor agrees to perform consulting services for the Enterprise Infrastructure Integration as part of the Phase II IT Transformation Project.

2. **CONTRACT PERIOD**

This Contract shall be in effect for a term of thirty-six (36) months, starting May 21, 2014 ("Effective Date") through and ending May 20, 2017. All rates offered herein shall be firm against any increase for three (3) year from the effective date of the contract. This Contract shall also include two (2) one (1) year options to renew. The options to renew are subject to the following terms: Seventy-five (75) days prior to the termination of the initial contract term or any subsequent renewal period, the Contractor shall provide written notice to the Chief Procurement Officer of the impending contract expiration and a quote listing the price to be paid for services, including the hourly rate to be paid for personnel under this Contract, during the renewal term. Thereafter, the County shall determine whether to renew the Contract for an additional year and provided notice to the Contractor no later than thirty (30) days prior to the expiration of the term.

3. **PAYMENT**

All charges shall not exceed the amount of **\$815,000.00** and shall be paid in accordance with Exhibit "A." 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.

4. **GENERAL CONTRACT TERMS**

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Contract Terms, Part III, Special Terms and Conditions, Part IV, CJIS Security Addendum, and Part V, Business Associates Agreement, and each of the aforementioned Parts II through V are incorporated herein by this reference. Contractor's attention is specially directed to Part II, General Contract Terms, Clause 2, Subcontracting or Assignment of Contract Funds.

5. 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. Specifications and Agreement Contract (SA-1)
3. Part II, General Terms and Conditions
4. Part III, Special Terms and Conditions
5. Part IV, CJIS Security Addendum
6. Part V, Business Associates Agreement
7. Exhibit A, Board Authorization Letter
8. Exhibit B, Microsoft Proposal of Services
9. Exhibit C, Rate Schedule and Consultant Job Descriptions
10. Part VI, Economic Disclosure Statement

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts 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 1490-13636 for **CONSULTING SERVICES** for the **COOK COUNTY BUREAU OF TECHNOLOGY**, 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.

IT Consulting Services

**GRAND TOTAL
NOT TO EXCEED: \$815,000.00**

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

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

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.

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

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 Microsoft or Microsoft's contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section. 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: the County of Cook County, and the City of Chicago.

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:

Jacqueline Gomez
Director
Cook County Government
Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312) 603-5503

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.

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.

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. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hinderances related to the start of a project Task Order. In the event that any delays or hinderances caused by the County occur during a project Task Order, the parties agree that they will negotiate in good faith a reasonable settlement of additional charges to be established by Microsoft with sufficient evidence to support such charges.
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.

42. **Procedures regarding CJIS Background Checks on Microsoft Employees.** In the event that the County requires background checks on personnel that Microsoft tenders to Cook County under this Agreement ("Microsoft Consultants") in order for the Microsoft Consultants to provide Services under this Agreement, including the performing the remote site services in compliance with the Criminal Justice Information Services (CJIS) Security Policy (Including any addendums thereto) (See CJIS Addendum attached hereto), said background checks including (1) Microsoft Consultants' fingerprints being taken, and (2) Microsoft Consultants being subject to FBI background checks, the County agrees that it shall tender Microsoft Consultants a copy of, or hyperlink to, the Security Policy and addendum, and allowing Microsoft Consultants to voluntarily consent, or not consent, to sign the addendum. Under no circumstances will the Microsoft Consultant being asked to submit to this background check be required to do so. In the event that a Microsoft Consultant refuses to sign the CJIS Addendum, or to otherwise submit to the requested background check, Microsoft shall replace the Microsoft Consultant upon County request. Where prior to the commencement of a Fixed Fee Project or Time and Materials Project, the County requests that the Microsoft Consultants that Microsoft assigns to such projects either sign the CJIS Addendum or submit to a background check, then a Microsoft Consultant's failure to sign the CJIS Addendum or submit to a background check shall not be a basis for additional cost or for subsequent delay of such project. In no event shall the County disclose the results of any background check to Microsoft Corporation; provided that the County may disclose to Microsoft that the County declines the assignment of a Microsoft Consultant due to the result of a background check, nor shall the County disclose the results to any other party within or without of the County Government who does not have a business need to know the information unless required by law. By agreeing that the County may not disclose the results of a background check to Microsoft, Microsoft waives all claims arising from the County's failure to disclose the results of a Microsoft Consultant's background check results. Furthermore, should a Microsoft employee refuse to execute the CJIS Addendum prior to commencement of a project, the County's sole contractual remedy for such refusal shall be to withhold authorization of project commencement until such time that Microsoft may tender a suitable Microsoft Consultant.

PART III-SPECIAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

- 1.1 This Contract shall serve as the Master Contract that will govern all assignments of work to the Contractor. It is the intention of these specifications that Microsoft hereunder shall furnish and Cook County shall purchase consulting services covered by this contract, which the County may require during the period of time specified. Microsoft shall provide services hereto attached as Exhibit B, Microsoft Proposal of Services. The County reserves the right to add or delete projects as necessary.
- 1.2 The County reserves the right to order services that may be required during the said period of the Contract, and it also reserves the right not to order services quoted by Microsoft, if it is found that such services are not required by the County during the period covered by this Contract.
- 1.3 The Contractor must provide a proposal for the requested services prior to the initiation of any work.

The proposal shall include, but not be limited to, the following:

- Project Budget, Approach, Timeline/Milestone Payments (if any), Deliverables and/or Work Products, Communication Plan, Issue/Risk Management Procedure, and Change Management Process
- Detailed description of scope and services
- Clearly defined roles and responsibilities for member of Cook County engaged (including Bureau of Technology), vendors engaged and all team members engaged
- Work Breakdown Structure with resource allocation and expected hours per resource
- Business Requirements reviewed and approved by the Bureau of Technology

A Purchase Order will be issued by the Office of the Chief Procurement Officer for each time and materials and task order project to authorize any work. The Purchase Order will serve as the notice to proceed.

- 1.4 Most of the services will be performed at Cook County sites or at such other facility as the County specifies in writing. Some services may be performed off-site at Microsoft's facilities. All off-site services will be coordinated with a project leader from Cook County.
- 1.5 Projects may be issued either as Time and Material or Task Order (Fixed Price) engagements, as mutually agreed at the time of the Notice to Proceed issuance.

2. Billing Rates

- 2.1 The Contractor agrees to supply the services at the rates provided in Exhibit "C" in accordance with the terms, conditions, and specifications contained in this Contract.
- 2.2 Based on the rates provided in Exhibit "C", the Fully Burdened Rates shall be used for Microsoft resources whom travel from outside of Illinois and are limited to the number of hours worked in Cook County. Local Microsoft resources will be paid at the published hourly rate.
- 2.3 The Contractor will aim to provide lower rates than the Fully Burdened Rate and the Published Rate by engaging Partner resources instead of Microsoft resources.

3. Task Orders (Fixed Fee Projects)
 - 3.1 The Contractor agrees to engage Partners and to coordinate with Cook County to achieve competitive rates for the work to be performed.
 - 3.2 Each proposal submitted by the Contractor shall be based on the rates as specified in Exhibit C and the total amount shall be a fixed fee for the duration of the Task Order. The Contractor shall not be authorized to invoice until services have been rendered in the proposal and shall not be authorized to invoice expenses beyond the not to exceed fee and without the written authorization of the Department.
 - 3.3 All work will be invoiced against the corresponding Purchase Order for the task order.
 - 3.4 The fees do not include fees for products.

4. Time and Material Projects
 - 4.1 Generally, Time and Material Projects will be used for smaller scale, short-term projects at the County's discretion and are not to exceed \$100,000. For a Time and Materials Project, the proposal submitted by the Contractor shall be based on an estimate of the time and materials it will take for the Contractor to complete the requirements provided in the agreed upon scope using the Rates in "Exhibit C". Any total fee and labor hours stated in such event will be estimates only. However, in the event that hours for a particular project have been exhausted, Contractor will not charge any additional fees, nor provide any additional services with regard to the project, without the County's express written consent.
 - 4.2 Microsoft will be performing the services under the County's direction, based on an estimated period of performance and fees, Microsoft does not warrant that any service deliverables will be completed or be satisfactory to the County within the estimated period or fees.
 - 4.3 All work will be invoiced against the corresponding Purchase Order for the time and materials project.
 - 4.4 The fees do not include fees for products.

5. Acceptance Process for Service Deliverables for Task Orders and Time and Materials Projects

Unless otherwise provided for in a specific Task Order scope, the following acceptance process shall apply to all service deliverables associated with a Task Order. The acceptance process for Time and Material engagements shall be determined on a case by case basis.

- 5.1. Acceptance process. Upon completion and delivery of the service deliverables associated with a specific Task Order, Microsoft will notify the County in writing and commence the acceptance process as described in any agreed acceptance plan for the service deliverables. "Acceptance plan" means the agreed-upon process and procedures by which the parties will verify that the service deliverables meet the acceptance criteria, and "acceptance criteria" means the agreed upon objective standards by which the parties will verify that the service deliverables substantially meet the functional specification specified in this Work Order. Conformity to the acceptance criteria shall solely determine the County's right to accept or reject the service deliverables. Cook County shall appoint personnel who shall attend and verify the results of the acceptance process. Within ten (10) days of completion of the acceptance testing, the County will issue a written notice of acceptance or provide Microsoft with (i) a detailed list of any non-conformances and proposed steps necessary to address the non-conformances, and (ii) the appropriate personnel to assist us in correcting the non-conformities.

5.2. Acceptance. Notwithstanding the foregoing, the service deliverable(s) will be deemed accepted by the County if any of the following occur: (i) the County fails to issue either a notice of acceptance or a list of non-conformances within ten (10) days after completion of the acceptance process; or a notice that all defects have been corrected; (ii) County delay commencement of the acceptance process for more than ten (10) days from the date Contractor makes the service deliverables available for acceptance; or (iii) County makes productive use of the service deliverable(s) prior to completion of the acceptance process. If the dispute is not resolved in ten (10) days, then the matter shall be forwarded to the Chief Procurement Officer as set forth in Part II, Section 9 – Disputes. Service deliverables for which no acceptance process or acceptance plan is specified shall be deemed accepted upon completion and delivery to the County.

5.3. Cure process. If a list of non-conformances is issued, Microsoft will notify County, in writing, of Contractor's concurrence or objections within ten (10) days of receipt of such list. Contractor will have a commercially reasonable time to cure all agreed non-conformances. Within ten (10) days following the delivery of our notice that the non-conformances have been corrected, the County will (i) issue us a written notice of acceptance, or (ii) if the County does not concur, the project managers shall work together in good faith to resolve the dispute, with escalation to senior management for each party as necessary. The project schedule will be adjusted accordingly in the event a dispute causes a delay.

6. County Responsibilities.

In addition to your responsibilities described in SC-1, "Scope of Services", above, the County will provide Contractor the following:

- 6.1. access to all necessary on-site facilities, including office space, telephones, analogue modems or PPTP, computer equipment, internet access, and test and monitoring equipment;
- 6.2. access to and copies of relevant technical information;
- 6.3. access to and sufficient time with your technical, management, and other personnel as necessary for us to perform the services; and
- 6.4. a project leader as County's primary point of contact with Contractor and to provide technical direction to Contractor's personnel performing the services.

7. Incorporation of Task orders/ Statement of Services.

All future task orders and statement of services which are accepted by the County are incorporated into the Contract.

PART IV – CJIS Security Addendum

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

PART V – Business Associates Agreement

Microsoft Services Business Associate Amendment

Microsoft Business
Agreement number



This Business Associate Amendment (this "Amendment") is entered into between the Parties identified on the signature form (individually, a "Party" and, collectively, the "Parties"). It is incorporated into the Agreement as an exhibit.

This Amendment is applicable only to "Services" as that term is defined in the Agreement. Services do not include, and this Amendment is not applicable to, "Online Services," which means the Microsoft hosted services identified in the Online Services section of the Microsoft product list.

The Services provided to Customer may require Microsoft to create, receive, maintain, or transmit Protected Health Information. Customer is a Covered Entity, a Health Care Component of a Hybrid Entity, Organized Health Care Arrangement (or OHCA) or a Business Associate. To the extent Microsoft creates, receives, maintains, or transmits Protected Health Information, Microsoft is a Business Associate of Customer. As such, HIPAA requires Microsoft and Customer to comply with additional obligations under the Privacy Rule, Breach Notification Rule, and Security Rule that relate to the Use, access, and Disclosure of Protected Health Information.

The Parties amend the Agreement with the following:

1. *Definitions.*

Except as otherwise defined in this Amendment, any and all capitalized terms shall have the definitions set forth in HIPAA, and the Agreement.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule in 45 CFR § 164.410.

"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR 160.103 of HIPAA.

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

"Customer" means the customer identified on the signature form.

"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the

Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

“**Services**” for this Amendment shall have the same definition as set forth in the Agreement.

“**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information.

“**Protected Health Information**” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.

“**Security Rule**” means the Security Standards for the Protection of Electronic Protected Health Information.

2. Permitted Uses and Disclosures of Protected Health Information.

- a. **Performance of the Agreement for Microsoft Professional Services.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Customer as specified in the Agreement.
- b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Amendment, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

3. Responsibilities of the Parties with Respect to Protected Health Information.

- a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:
 - (i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Agreement and/or this Amendment or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Customer, unless expressly permitted for Business Associates under HIPAA at 45 CFR § 164.504(e)(2)(i). Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
 - (ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Amendment; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
 - (iii) **Reporting.** Microsoft shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Amendment of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's

Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than ten (10) calendar days after discovery of a Breach. Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Customer's legal obligations. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this Amendment by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Section is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

(iv) Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

(v) Disclosure to the Secretary. Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Customer to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.

(vi) Access. If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make access to such Protected Health Information available to Customer, within ten (10) calendar days of Customer's written request, in accordance with 45 CFR § 164.524 of the Privacy Rule.

(vii) Amendment. If Microsoft maintains Protected Health Information in a Designated Record Set for Customer, then Microsoft, at the request of Customer, shall make available such Protected Health Information to Customer, within ten (10) calendar days of Customer's written request, for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.

(viii) Accounting of Disclosure. Microsoft, at the request of Customer, shall make available to Customer, within ten (10) calendar days of Customer's written request, such information relating to Disclosures made by Microsoft as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.

(ix) Performance of a Covered Entity's Obligations. To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. Customer Responsibilities.

(i) No Impermissible Requests. Customer shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).

(ii) Contact Information for Notices. Customer hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Amendment may be made electronically. Customer shall provide contact information to Microsoft as provided in the Agreement or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Customer's contact information remains up to date during the term of this Amendment. Contact information must include name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Customer organization, and, if available, either contract number or subscriber identification number.

4. Term and Termination.

- a. **Term.** This Amendment shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Section 4b, below, or (2) expiration of the Agreement.
- b. **Termination for Breach.** If the other Party is in material breach or default of any obligation in this Amendment that is not cured within the cure period set forth in this Agreement., either Party immediately may terminate the Agreement as set forth in the Agreement.
- c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Amendment, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Agreement. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Amendment, then Microsoft shall notify Customer in writing within thirty (30) calendar days of such determination and shall extend the protections of this Amendment, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

5. Miscellaneous.

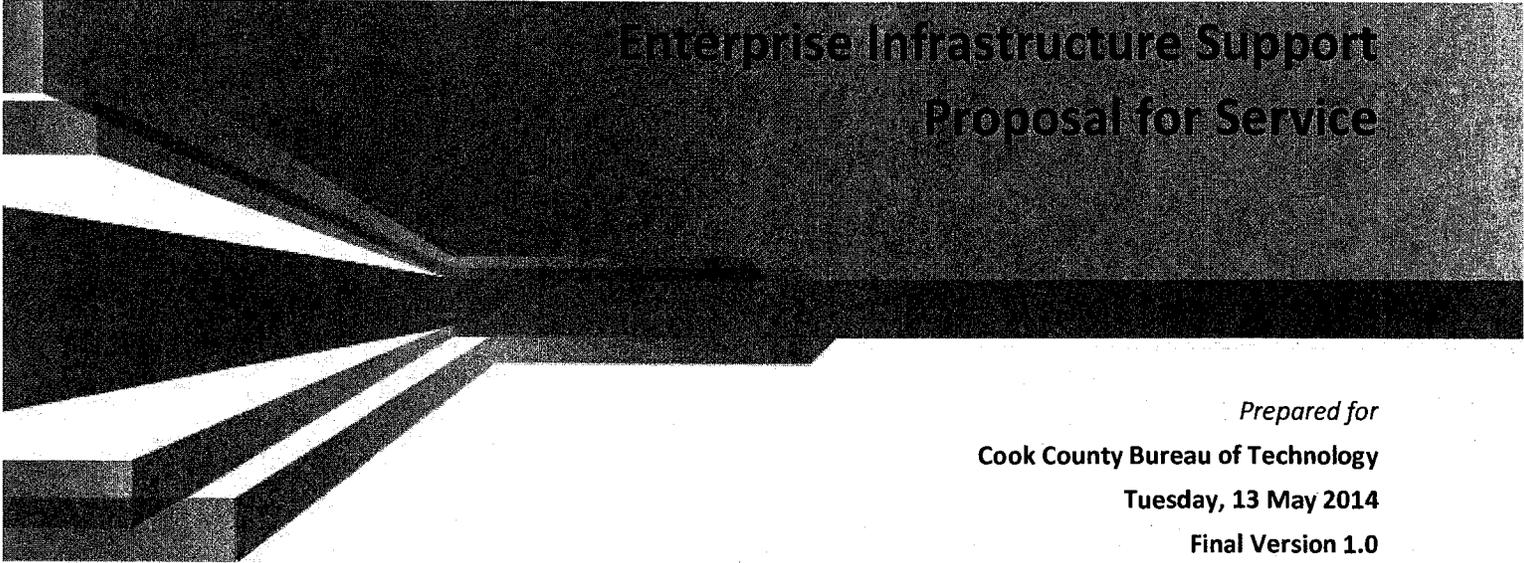
- a. **Interpretation.** The Parties intend that this Amendment be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Any captions or headings in this Amendment are for the convenience of the Parties and shall not affect the interpretation of this Amendment.
- b. **Amendments; Waiver.** This Amendment may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.
- c. **No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything in this Amendment confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

e. **Severability.** In the event that any provision of this Amendment is found to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, but rather the remainder of this Amendment shall be enforced to the greatest extent permitted by law.

This Amendment must be attached to a signature form to be valid.

Exhibit A – Board Authorization Letter

Exhibit B - Microsoft Proposal of Services



Enterprise Infrastructure Support
Proposal for Service

Prepared for
Cook County Bureau of Technology
Tuesday, 13 May 2014
Final Version 1.0

Prior to the parties indicating final agreement by signing a Work Order, the information contained in this document represents the current view of Microsoft Corporation on the issues discussed as of the date of publication and is subject to change. Furthermore, because Microsoft must respond to changing market conditions, this document should not be interpreted as an invitation to contract or a commitment on the part of Microsoft. Changes to this document will be managed through a Change Management Process.

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Introduction

This Microsoft Proposal for Services and any exhibits, appendices, schedules, and attachments to it is made pursuant to the Cook County Contract No. 1490-13636, the terms of which are incorporated herein by reference, by and between Cook County Bureau of Technology ("Cook County", "CCBOT", "Customer", "you", "your") and Microsoft Corporation, ("Microsoft", "us", "we", "our"), or our affiliate, and sets forth the services to be performed by us related to Phase II IT Transformation Project ("project"). This Proposal, together with the Cook County Contract No. 1490-13636 and applicable Task Orders issued pursuant to Cook County Contract No. 1490-13636, represents the complete baseline for scope and services applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below. Any terms not otherwise defined herein will assume the meanings set forth in the work order.

Under this arrangement, Microsoft will provide professional services assistance with the implementation, configuration and support of Microsoft solutions. You are responsible for providing overall direction and control of the project team and its activities, managing the project schedule and estimates associated with task orders, and for overall project success.

In 2010, Cook County and Microsoft embarked on Phase 1 of an IT transformation project at Cook County. Phase 1 included migration to Exchange 2007, implementation of SharePoint, FIM 2010, SCOM, SCCM, DPM and a County-wide Global Address List. Now that this infrastructure has been successfully deployed, Cook County would like to build additional services for the County.

Cook County Bureau of Technology has identified several projects that may be embarked upon over the next calendar year. In order to support CCBOT while maintaining as much flexibility as possible, Microsoft is proposing an IT Transformation Professional Services Assistance offering. The IT Transformation project described in this Proposal will provide your organization with access to a portfolio of strategic Microsoft technical services. The Consultant delivering the engagement will assist your organization in realizing improved business value from your investments in Microsoft technology. All timelines, dates, and delivery schedules are subject to the Task Orders delivered in association with this Proposal and Cook County Contract No. 1490-13636.

1 Project Objectives and Scope

1.1 Objectives

The objective of this project is to offer a vehicle for services that can support several identified Cook County projects in association with Cook County Contract No. 1490-13636.

1.2 Areas Within Scope

The IT Transformation engagement enables Microsoft, working at your direction, to assist with identifying, prioritizing, and designing solutions that address your organizational IT opportunities and issues. This may include identifying possible benefit areas, validating your objective architectures and strategies, and assisting with the definition of a high-level, long-term roadmap and program for strategic IT initiatives based on our understanding of your business drivers, business initiatives, and current IT strategy. This activity may also assist you in validating your current IT projects and planning future projects.

The engagement will begin with an initial kick-off workshop facilitated by your Engagement Manager, during which goals, objectives, value targets, current and future states, and work streams will be identified. This will provide better alignment and will provide direct input into the discovery phase.

CCBOT Activities with which Microsoft might assist include, but are not limited, to the following:

Cook County Project	Description	Work Product
Migration of Mail-Enabled Applications	Microsoft may assist CCBOT with Planning, Build and Migration of all County email to O365	O365 Migration as defined per Work Order
Server Virtualization	Microsoft may assist CCBOT with converting 100+ physical servers into virtual servers	Server Virtualization as defined per Work Order
On/Off-Boarding Automation	Microsoft may assist CCBOT with delegating access to HR and other departments to submit requests electronically	On/Off-Boarding Automation as defined per Work Order
Disaster Recovery	Microsoft may assist CCBOT with planning, designing and building the architecture for secondary disaster recovery sites	Disaster Recovery Architecture Plan as defined per Work Order
Microsoft Certificate Services	Microsoft may assist CCBOT with building the architecture for web-security to protect sensitive information	Web Security Certificate Services as defined per Work Order
Server/Workstation Security Enhancements	Microsoft may assist CCBOT with enhancing their computer systems to prevent intrusion, viruses and malware	Security Enhancements as defined per Work Order
CRM	Microsoft may assist CCBOT with architecture guidance and configuration to enhance and develop the County's CRM platform (Business Application Licensing Portal). Microsoft can assist to develop metrics for your SQL cluster environment to enable end-to-end CRM applications	CRM Development as defined per Work Order
FIM Identity Management	Microsoft may assist CCBOT with architecture, design, planning and implementation for utilizing FIM for Identity Management and reduced sign-on	Implementation For Utilizing Fim For Identity Management And Reduced Sign On Identity Management as defined per Work Order
Mobile Device Management (MDM)	Microsoft may assist CCBOT with building the architecture for managing mobile phones and tablets	Mobile Device Management (MDM) as defined per Work Order
SharePoint Modifications	Microsoft may assist CCBOT with linking their development environments to the production environment in the cloud	SharePoint Modifications as defined per Work Order
Direct Access	Microsoft may assist CCBOT with building the architecture to implement DirectAccess to replace traditional VPN	Direct Access Implementation as defined per Work Order

For any service selected by Cook County Bureau of Technology, Microsoft will develop a Statement of Work and Proposal for projects mutually agreed to pursue, each with specific deliverables relevant to the services selected. These Statement(s) of Work must be incorporated by a mutual agreement, which will refine the scope of the engagement being performed. There are no Deliverables specifically associated with the current Proposal, as these will be defined with the subsequent efforts in each new Statement(s) of Work.

In providing these services we will work with any Cook County agencies defined by CCBOT. A Microsoft Consultant who specializes in Microsoft infrastructure and platform services will assist in determining the appropriate adoption path or upgrade of Microsoft technologies for your environment.

1.2.1 General Project Scope

- Cook County agencies identified by CCBOT;
- Offices and data centers located at 69 W. Washington, Chicago IL or 128 S. Clark, Chicago, IL unless otherwise agreed to with Cook County.

1.2.2 Software Products / Technologies

This is a list of potential products that may be a part of engagements selected by Cook County.

Software Application	Provided by
Windows Server 2008 R2 Enterprise Edition	Customer
Exchange Server 2010 Enterprise Edition	Customer
Office 365	Customer
Forefront Identity Manager	Customer
CRM	Customer
System Center Service Manager	Customer
Office Communications Server	Customer

Table 1. Solution Software Required

1.2.3 Data Migration

Data migration may be a part of individual projects that are scoped under this agreement.

1.2.4 Integration and Interfaces

Integration may be a part of individual projects that are scoped under this agreement.

1.2.5 Training and Knowledge Transfer

Informal knowledge transfer will be provided throughout the project as defined per each Statement of Work. Informal knowledge transfer is defined as Customer's staff working alongside Microsoft staff.

1.2.6 Testing

Testing may be a part of individual projects that are scoped under this agreement.

1.3 Areas Out of Scope

This contract is intended to identify potential projects that CCBOT may elect to pursue. As such, out of scope items for particular projects will be determined and documented in the associated

Statement(s) of Work. In a typical engagement, the following list of services are generally out of scope; however, Microsoft may accommodate specific requests on a case by case basis:

- Architecture, Design, Build or Deploy for 3rd Party products; and
- Drafting Request for Information (RFI) or Request for Proposal (RFP) documents for individual project initiatives that may be identified in the discovery phase of this engagement unless specifically included as a deliverable in the engagement deliverables table.

Any area that is not explicitly listed in section 1.2 as “within scope” is out of scope for this engagement.

Exhibit C – Microsoft Rate Schedule and Consultant Job Descriptions

1. **Microsoft Published Hourly Rates/Fully Burdened Rates.**

The Microsoft Hourly Rates to which the Task Orders shall be subject are provided below as the Fully Burdened Rates. The services component of the fully-burdened rates are equal to "Published Hourly Rates" from Microsoft's Public Sector Services Published Price List for Fiscal Year 2011, which includes travel and expenses. The fully-burdened rates, provided at the request of Cook County, are in compliance with applicable procurement policies, rules and regulations. Accordingly, no separate travel reimbursement shall be made to Cook County for providing the services described herein, since the travel expenses are already built into the hourly fully burdened rates.

The Fully Burdened Rates shall be used for Microsoft resources whom travel from outside of Illinois and limited to the number of hours worked in Cook County. Local Microsoft resources will be paid at the published hourly rate.

Labor Category/Activity	Fully Burdened Rates*	Published Hourly Rate*
Associate Technician	\$ 138.00	\$ 103.00
Technician	\$ 164.00	\$ 129.00
Technician I	\$ 180.00	\$ 155.00
Technician II	\$ 215.00	\$ 180.00
Technician III	\$ 241.00	\$ 206.00
Technician IV	\$ 267.00	\$ 232.00
Technician V	\$ 285.00	\$ 250.00
MCS Associate Consultant	\$ 240.00	\$ 205.00
MCS Consultant	\$ 269.00	\$ 234.00
MCS Senior Consultant	\$ 294.00	\$ 259.00
MCS Project Manager	\$ 294.00	\$ 259.00
MCS Engagement Manager	\$ 294.00	\$ 259.00
MCS Principal Consultant	\$ 209.00	\$ 274.00
MCS Architectural Consultant	\$ 323.00	\$ 288.00
MCS Practice Manager	\$ 209.00	\$ 274.00

*

1. **Description of Consultants.** The following charts provide a brief description of the Consultants the Contractor may engage on any given Task Order, including their various levels of Experience, and Functional Responsibilities.

Resource Title	Experience/Functional Requirement/Education
Associate Technician	<ul style="list-style-type: none"> Develop documentation on selected customer systems and objectives Provide Technical Writing and Documentation support <p>General Experience: Experienced in topic such networks, integration and systems design and implementation.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products. Writes, edits and provides quality</p>

	<p>assurance on project documents and deliverables.</p> <p>Education: Industry equivalent experience.</p>
<p>Technician</p>	<ul style="list-style-type: none"> • Design and write code as required for selected customer systems or • Assists in deployment activities • Directly involved in the hands-on implementation of customer systems • Provide Technical Writing and Documentation support <p>General Experience: One to three years demonstrated performance or internship in related technology. Experienced in topic such networks, integration and systems design and implementation.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Degree or industry equivalent experience.</p>
<p>Technician I</p>	<ul style="list-style-type: none"> • Design and write code as required for selected customer systems or • Assist in deployment activities • Directly involved in the hands-on implementation of customer systems • Provide Technical Writing and Documentation support • Work with MCS and customer staff to support technical strategy and control objectives <p>General Experience: One to five years demonstrated performance or internship in related technology. Experienced in topic such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>Technician II</p>	<ul style="list-style-type: none"> • Assist in delivering technical presentations to customer staff • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Develop documentation on selected customer systems and objectives • Directly involved in the hands-on implementation of customer systems • Work with MCS & customer staff personnel to support technical strategy and control objectives <p>General Experience: Three to five years demonstrated performance in related technology. Experienced in topic such complex networks,</p>

	<p>cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>Technician III</p>	<ul style="list-style-type: none"> • Assist in delivering technical presentations to customer staff • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Develop documentation on selected customer systems and objectives • Directly involved in the hands-on implementation of customer systems • Meet/interview customer to capture specific requirements in concise format • Work with MCS & customer staff personnel to support technical strategy and control objectives <p>General Experience: Five plus years demonstrated performance in related technology. Experienced in topic such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>Technician IV</p>	<ul style="list-style-type: none"> • Analyze technical requirements and develop effective technical solutions • Assist in conceiving architectural designs • Assist in delivering technical presentations to customer staff • Assist in the implementation of large systems including methodology, design approaches, and architectural and engineering considerations. • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Directly involved in the hands-on implementation of customer systems • Lead role in conceiving architectural designs • Lead role in current environment assessment • Meet/interview customer to capture specific requirements in concise format • Participate in design of information systems

	<ul style="list-style-type: none"> • Work with MCS & customer staff to support technical strategy and control objectives <p>General Experience: Five to eight years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>Technician V</p>	<ul style="list-style-type: none"> • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Participate in delivering technical presentations to customer staff • Serve as Technical Project Manager • Analyze technical requirements and develop effective technical solutions • Lead role in conceiving architectural designs • Lead role in current environment assessment <p>General Experience: Eight or more years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been trained in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>MCS Associate Consultant</p>	<ul style="list-style-type: none"> • Assist in delivering technical presentations to customer staff • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Develop documentation on selected customer systems and objectives • Directly involved in the hands-on implementation of customer systems • Provide Technical Writing and Documentation support • Work with customer staff personnel to support technical strategy and control objectives <p>General Experience: One to five years demonstrated performance or internship in related technology. Experienced in topic such complex networks, cross-platform integration and large-scale, complex</p>

	<p>systems design and implementation. Microsoft will have formally trained this individual in product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>MCS Consultant</p>	<ul style="list-style-type: none"> • Analyze technical requirements and develop effective technical solutions • Assist in conceiving architectural designs • Assist in delivering technical presentations to customer staff • Assist in the implementation of large systems including methodology, design approaches, and architectural and engineering considerations. • Design and write code as required for selected customer systems or • Assist in infrastructure design and deployment activities • Develop documentation on selected customer systems and objectives • Meet/interview customer to capture specific requirements in concise format • Perform in the role of Enterprise or Partner Strategy Consultant • Provide key personal link to Microsoft technology groups • Serve as Technical Project Lead • Work with customer staff to implement customer technology (e.g., testing, documentation, meeting user expectations). • Work with customer staff to support technical strategy and control objectives <p>General Experience: Five plus years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. Microsoft will have formally trained this individual in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree or industry equivalent experience.</p>
<p>MCS Senior Consultant</p>	<ul style="list-style-type: none"> • Analyze technical requirements and develop effective technical solutions • Direct the activities of other Senior Consultants, Consultants and Associate Consultants • Lead role in conceiving architectural designs • Lead role in current environment assessment • Lead role in delivering technical presentations to customer • Manage specific tasks including directing the efforts of selected

	<p>MCS and customer staff</p> <ul style="list-style-type: none"> • Meet/interview customer to capture specific requirements in concise format • Participate in design of information systems • Perform in the role of Enterprise or Partner Strategy Consultant • Perform Rapid Economic Justification (REJ) and Total Cost of Ownership (TCO) Analysis • Provide key personal link to Microsoft technology groups • Provide leadership and guidance to support the implementation of large systems including methodology, design approaches, and architectural and engineering considerations • Provide quality assurance review of engagement processes and deliverables • Serve as Technical Project Manager • Work with customer staff to implement customer technology (e.g., testing, documentation, meeting user expectations). <p>General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Lead Microsoft Advocate and Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience.</p>
<p>MCS Principal Consultant</p>	<ul style="list-style-type: none"> • Contribute to review of customer tasks and development of MCS strategic approaches • Direct the activities of other Senior Consultants, Consultants and Associate Consultants • Lead role in delivering technical presentations to customer • Meet/interview customer to capture specific requirements in concise format • Participate in delivering technical presentations to customer staff • Participate in design of information systems • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Perform Rapid Economic Justification (REJ) and Total Cost of Ownership (TCO) Analysis • Provide key personal link to Microsoft technology groups • Provide quality assurance review of engagement process and deliverables • Provide technical expertise in designing and architecting systems <p>General Experience: Five to fifteen years demonstrated performance in related technology. Experienced in topics such as complex</p>

	<p>networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Project manager as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience.</p>
<p>MCS Architectural Consultant</p>	<ul style="list-style-type: none"> • Work with customer and project team to develop and gain consensus on Vision Scope • Contribute to review of customer tasks and development of MCS strategic approaches • Direct the activities of Principal Consultants, Senior Consultants, Consultants and Associate Consultants, and Sub-Contractors • Lead role in delivering technical presentations to customer • Participate in delivering technical presentations to customer staff • Participate in design review of information systems • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Perform REJ and TCO Analysis • Provide key personal link to Microsoft technology groups • Provide quality assurance review of engagement process and deliverables • Participate in design and architecture of complex enterprise systems • Focus on one or more key lifecycle segments: opportunity, delivery or operations. Depth architecture specialties may include enterprise, industry, platform and solutions. • Key deliverables and associated activities include: • Enterprise, Platform, Industry, and Solution Architectural Guidance • Work with customers to align technology to their business opportunities, identify solution system interfaces, constraints, scope, cost, risks and value, document business, information, application and technology aspects of approach • Successful Solution Deployments, Business Value and Customer/Partner Satisfaction • Provide quality assurance over both sales opportunities and project delivery, make go/no-go decisions on technical approaches, engage and lead Microsoft and partner resources • Operational Excellence and Innovation • Drive IP development and reuse initiatives, drive best practice, architectural awareness initiatives • Business Strategy and Solutions • Provide technical guidance to practice management, develop business and market solutions and strategies, align with and support Microsoft product and strategy teams

	<p>General Experience: Five to twenty years demonstrated performance in related technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and applications design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Works closely with Practice manager and Engagement Managers as the Microsoft Advocate and sole or shared Technical lead to ensure development or analysis or deployment or solution remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's degree and Masters degree or industry equivalent experience.</p>
<p>MCS Project Manager</p>	<ul style="list-style-type: none"> • The Project Manager is responsible for overseeing the delivery of a product/service/solution and associated resources within the constraint of schedule, features/functionality, and budget during one or more key lifecycle segments: opportunity, delivery or operations. • Manages key deliverables and associated activities • strong business development skills in needs requirements and business case for projects, strong cross-group collaboration with legal, sales, product development, partners and support, support the Services Executive and Engagement Manager in closing services sales, • Responsible for planning, executing, and controlling: • Scope of project work, work objectives, and deliverables, development of duration estimates and schedule, development of cost estimates, performance management of scope, schedule, resources and cost, project infrastructure to support communications and information needs, use and reuse of Intellectual Capital, support practice management in benchmarking and lessons learned to identify best practice and process improvements, continuous management of risk • and quality to meet/exceed conditions of satisfaction, thought leader in project • management in one or more key lifecycle segments: opportunity, delivery or • operations, strong people management skills to direct virtual teams <p>General Experience: Five to fifteen years demonstrated performance in related technology and project management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p>

	<p>Functional Responsibilities: Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience. Certification by the Project Management Institute (PMI®).</p>
<p>MCS Engagement Manager</p>	<ul style="list-style-type: none"> • Coordinate development and delivery of MCS proposals and project deliverables in response to customer tasking requirements • Work with customer and project team to develop and gain consensus on Vision Scope • Direct the activities of Principal Consultants, Senior Consultants, Consultants and Associate Consultants, and Sub-Contractors • Makes project scheduling decisions • Participate in project staffing decisions • Participate in strategic planning sessions with MCS Technical Project Manager and customer staff • Provide key personal link to Senior Executive Microsoft staff including feedback of customer issues • Provide quality assurance review of engagement processes and deliverables • Manage engagements for a particular service line by account, geography or other delineation within a region • Report to the Practice Manager for their service line in their region • Responsible for customer satisfaction for services line, partner satisfaction, revenue of project, profitability, optimal burn rate, intellectual capital engagement framework, personal utilization & consultant feedback <p>General Experience: Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience.</p>
<p>Practice Manager</p>	<ul style="list-style-type: none"> • Coordinate development and delivery of MCS proposals and project deliverables in response to customer tasking requirements • Direct the activities of Engagement Managers, Architects and Principal Consultants

	<ul style="list-style-type: none">• Participate in project staffing decisions• Participate in strategic planning sessions with MCS Technical Project Manager and customer staff• Provide key personal link to General Manager and Senior Executive Microsoft staff including feedback of customer issues• Set the overall direction, define processes, set standards and provide leadership of the practice• Responsible for all engagement execution for their practice <p>General Experience: Five to fifteen years demonstrated performance in related technology and business management. Experienced in business development and managing projects involving such complex networks, cross-platform integration and large-scale, complex systems design and implementation. This individual will have been formally trained by Microsoft in one or more of the following areas: Microsoft Solutions Framework, product futures, and relevant Certified Training in infrastructure and/or development areas associated with Microsoft's products.</p> <p>Functional Responsibilities: Lead Microsoft business contact for customers, and also coordinates and schedules project resources to ensure development or analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.</p> <p>Education: Bachelor's or Masters degree or industry equivalent experience.</p>
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Part VI, Economic Disclosure Statement

**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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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)

Continuation of previous Page

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms 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: Ezra IT Solutions Corp. (formerly known as LAP Services & Solutions, LLC)

Address: 332 S. Michigan Ave., Suite 1034-E339, Chicago, IL 60604

E-mail: LPowell@Ezrait.com

Contact Person: Lora Powell Phone: 800-731-5057

Dollar Amount Participation: \$ 62,000.00

Percent Amount of Participation: Appoximately 7.6% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes _____ No X

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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Ezra IT Solutions Corp.
Address: 332 S. Michigan Ave., Suite 1034-E339
City/State: Chicago, IL Zip: 60604
Phone: 800-731-5057 Fax: NA
Email: LPowell@Ezrait.com

Certifying Agency: City of Chicago *Cook County*
Certification Expiration Date: July 15, 2015
FEIN #: 46-4049580
Contact Person: Lora A. Powell
Contract #: Contract Req. #113296

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:
Microsoft Services will provide Cook County with technical resources to assist with Cook County's Grants Management solution. Working closely with and following the direction of the Microsoft Consulting Services Lead, Ezra IT (Formerly LAP Services and Solutions, LLC) will provide technical staff for this project and provide assistance as directed by Cook County's designated Project Manager, utilizing Cook County's designated project methodologies. Ezra IT will provide technical resource(s) per a final agreed upon Statement of Work.

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Total fees not to exceed \$62,000 (@7.6% of \$815,000 contract value) on a time and materials basis.

(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.

Lora A. Powell
Signature (M/WBE)
Lora A. Powell
Print Name
Ezra IT Solutions Corp.
Firm Name
4-11-2014
Date

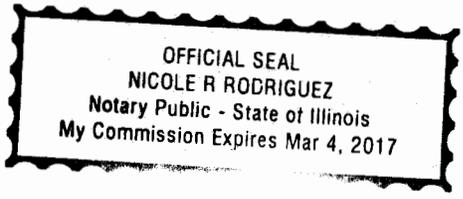
David T. Gallagher
Signature (Prime Bidder/Proposer)
David T. Gallagher
Print Name
Microsoft Corporation
Firm Name
4-24-14
Date

Subscribed and sworn before me
this 11 day of April, 2014
Notary Public *Nicole R. Rodriguez*

Subscribed and sworn before me
this 24th day of April, 2014
Notary Public *Melissa Ranslem*

SEAL

SEAL



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: Vire Technologies, LLC

Address: 18W100 22nd Street, Suite 105, Oakbrook Terrace, IL 60181

E-mail: fmustafa@viretechnologies.com

Contact Person: Faisal Mustafa Phone: 630-442-1801

Dollar Amount Participation: \$ TBD**

Percent Amount of Participation: TBD** %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Mazik Global

Address: 2604 Dempster Street, Suite 410, Park Ridge, IL 60068

E-mail: alek.jablonski@mazikglobal.com

Contact Person: Alek Jablonski Phone: 847-201-4781

Dollar Amount Participation: \$ TBD**

Percent Amount of Participation: TBD** %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X 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 committing to a 35% direct spend with MBE/WBE vendors based upon a total contract value of \$815,000. We have identified Vire, Mazik and Ezra as the vendors that we will utilize for this contract. The specific dollar amount and percentage per vendor will be determined per Task Order protect, on a case by case basis, with the Cook County Customer and Office of Contract Compliance during the course of the Contract.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: VIRE Technologies, LLC
Address: 18W100 22nd Street, Suite #105
City/State: Oakwood Terrace, IL Zip 60181
Phone: 630-442-1801 Fax: NA
Email: fmustafa@viretechnologies.com

Certifying Agency: Cook County
Certification Expiration Date: June 19, 2014
FEIN #: 36-4608592
Contact Person: Faisal Mustafa
Contract #: Contract Req. #113296

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:

See, ADDENDUM TO SECTION 2 LETTER OF INTENT, immediately following all Section 2
entries with a description of potential services that Vire may provide pursuant to the contract
with Cook County.

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

Microsoft is committing to a 35% direct spend with MBE/WBE vendors based upon a total contract value of \$815,000. We
have identified Vire, Mazik and Ezra as the vendors that we will utilize for this contract. The specific dollar amount and
percentage per vendor will be determined per Task Order project, on a case by case basis, with the Cook County Customer
and Office of Contract Compliance during the course of the Contract.
(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.

Faisal Mustafa
Signature (M/WBE)
Faisal Mustafa
Print Name
Vire Technologies, LLC
Firm Name
4/9/2014
Date

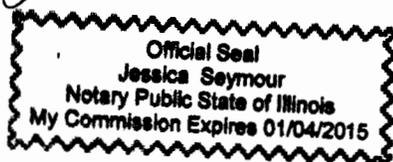
David T. Gallagher
Signature (Prime Bidder/Proposer)
David T. Gallagher
Print Name
Microsoft Corporation
Firm Name
4-24-14
Date

Subscribed and sworn before me

this 9th day of April, 20 14

Notary Public *Jessica Seymour*

SEAL



Subscribed and sworn before me

this 24th day of April, 20 14

Notary Public *Melissa Ranslem*

SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Mazik Global
Address: 2604 Dempster Street, Suite 410
City/State: Park Ridge, IL Zip 60068
Phone: 847-201-4781 Fax: NA
Email: alek.jablonski@mazikglobal.com

Certifying Agency: Cook County
Certification Expiration Date: August 27, 2014
FEIN #: 27-1397106
Contact Person: Alek Jablonski
Contract #: Contract Req. #113296

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

See ADDENDUM TO SECTION 2 LETTER OF INTENT, immediately following all Section 2 entries, with a description of potential services that Mazik may provide pursuant to the contract with Cook County.

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Microsoft is committing to a 35% direct spend with MBE/WBE vendors based upon a total contract value of \$815,000.
We have identified Vire, Mazik and Ezra as the vendors that we will utilize for this contract. The specific dollar amount and percentage per vendor will be determined per Task Order project, on a case by case basis, with the Cook County Customer and Office of Contract Compliance during the course of the Contract.
(If more space is needed to fully describe MWBE 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.

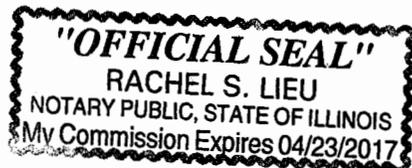
Maria Mastalerz
Signature (MWBE)
Maria Mastalerz
Print Name
Mazik Global
Firm Name
4/11/2014
Date

David T. Gallagher
Signature (Prime Bidder/Proposer)
David T. Gallagher
Print Name
Microsoft Corporation
Firm Name
4-24-14
Date

Subscribed and sworn before me
this 14th day of April, 2014.

Notary Public *Rachel S. Lieu*

SEAL



Subscribed and sworn before me
this 24th day of April, 2014.

Notary Public *Melissa Ranslem*

SEAL



ADDENDUM TO SECTION 2 LETTER OF INTENT

Services under this contract may include, but are not limited, to the following activities:

Cook County Project	Description	Work Product
Migration of Mail-Enabled Applications	Microsoft may assist CCBOT with Planning, Build and Migration of all County email to O365	O365 Migration as defined per Work Order
Server Virtualization	Microsoft may assist CCBOT with converting 100+ physical servers into virtual servers	Server Virtualization as defined per Work Order
On/Off-Boarding Automation	Microsoft may assist CCBOT with delegating access to HR and other departments to submit requests electronically	On/Off-Boarding Automation as defined per Work Order
Disaster Recovery	Microsoft may assist CCBOT with planning, designing and building the architecture for secondary disaster recovery sites	Disaster Recovery Architecture Plan as defined per Work Order
Microsoft Certificate Services	Microsoft may assist CCBOT with building the architecture for web-security to protect sensitive information	Web Security Certificate Services as defined per Work Order
Server/Workstation Security Enhancements	Microsoft may assist CCBOT with enhancing their computer systems to prevent intrusion, viruses and malware	Security Enhancements as defined per Work Order
CRM	Microsoft may assist CCBOT with architecture guidance and configuration to enhance and develop the County's CRM platform (Business Application Licensing Portal). Microsoft can assist to develop metrics for your SQL cluster environment to enable end-to-end CRM applications	CRM Development as defined per Work Order
FIM Identity Management	Microsoft may assist CCBOT with architecture, design, planning and implementation for utilizing FIM for Identity Management and reduced sign-on	Implementation For Utilizing Fim For Identity Management And Reduced Sign On Identity Management as defined per Work Order
Mobile Device Management (MDM)	Microsoft may assist CCBOT with building the architecture for managing mobile phones and tablets	Mobile Device Management (MDM) as defined per Work Order
SharePoint Modifications	Microsoft may assist CCBOT with linking their development environments to the production environment in the cloud	SharePoint Modifications as defined per Work Order
Direct Access	Microsoft may assist CCBOT with building the architecture to implement DirectAccess to replace traditional VPN	Direct Access Implementation as defined per Work Order

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

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

- (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.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) 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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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: 96052

Phone No.: -----

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</u>	<u>One Microsoft Way, Redmond, WA 96052</u>	<u>Approx. 4.52%*</u>

*Amount is as of September 13, 2013, and does not include ownership by Mr. Gates' spouse to which he has no beneficial ownership, but with which his interests would exceed 5%.

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

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

4-24-14
 Date

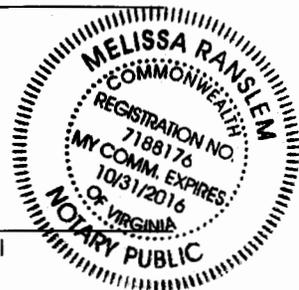
703-673-7871
 Phone Number

Subscribed to and sworn before me this 24 day of April, 2014

x *Melissa Ranslem*
Notary Public Signature

My commission expires:

Notary Seal





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.

**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: 911144442 *IL CORPORATE FILE NUMBER: 54437404

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Satya Nadella VICE PRESIDENT: Kevin Turner

SECRETARY: Brad Smith TREASURER: Amy Hood

**SIGNATURE ~~OF PRESIDENT~~ David T. Gallagher

ATTEST: K B Janner ~~()~~

Subscribed and sworn to before me this
24th day of April, 2014.

x Melissa Ranslem
Notary Public Signature

My commission expires: 10-31-16

Notary Seal



* 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.

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF May, 2014.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1490-13636

OR

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

TOTAL AMOUNT OF CONTRACT: \$ **815,000.00** _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM _____