

AMENDMENT NO. 1

This Amendment modifies Contract No. 2003 - 18501, for Microsoft Premier Unified Support Services by and between the County of Cook, Illinois, herein referred to as "County" and Microsoft Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on December 17, 2020 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Microsoft Premier Unified Support Services (hereinafter referred to as the "Services") from January 6, 2021 through January 5, 2026 in an amount not to exceed \$4,294,769.00, with zero (0) renewal options; and

Whereas, the Contract will expire January 5, 2026, and the agreed upon Services are still required; and

Whereas, the Cook County State's Attorney's Office requires additional Services and an increase of the Contract amount is required for the additional Services; and pursuant to Part II, GC-15 of the Contract, the County and Contractor desire to increase the Contract in the amount of \$2,201,680.00.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by \$2,201,680.00 and the Total Contract Amount is revised to \$6,496,449.00.
2. Exhibit A-1, Microsoft Enterprise Services Work Order, of the Contract is hereby amended to incorporate Attachment A and made part of the Contract.
3. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, certificate of insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

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In witness whereof and pursuant to County Board approval on March 16, 2023 the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Date: _____

By: James Beligratis
State's Attorney (if applicable)

James Beligratis
Type or print name (if applicable)

Date: March 31, 2023

Microsoft Corporation

Steve Honn

Signed

Steve Honn

Type or print name

Director of Support Sales | SLG

Title

Date: Mar 30, 2023

2003-18501_Amendment Approved RS 3.29 (002)

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ATTACHMENT A

Statement of Work

Merger, Acquisition, Divestiture Migration for Modern Work

Prepared for

Cook County State Attorney's Office

Prepared by

Ryan McDonnell, Solution Architect

Lauralyn Wood, Associate Solution Architect

Date: February 14, 2022

Version: 1.1

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This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to Work Order **GVS1228-400206-500064** and describes the work to be performed (Services) by Microsoft ("us," "we") for **Cook County State Attorney's Office** ("Customer," "you," "your") relating to **M365 Divestiture Project** (project).

This SOW and the associated Work Order expire 30 days after their publication date, unless signed by both parties or formally extended in writing by Microsoft.

Introduction

Cook County State Attorney's Office's Exchange, OneDrive, Teams, and SharePoint Online is currently in the M365 Tenant that is managed by Cook County Bureau of Technology (CCBOT). Cook County State Attorney's Office will divest from the CCBOT M365 Tenant to a wholly managed Cook County State Attorney's Office M365 tenant with a new branding domain name. CCBOT will continue to forward emails from the legacy domain name to the new domain name.

1. Project objectives and scope

1.1. Objectives

The objective of this engagement is to complete planning and migration for Microsoft 365 services in support of the divesture from the CCBOT M365 Tenant.

The project will include the following components:

ID	Component name
MAD-01	Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture
AAD-01	Azure Active Directory Integration
REM-01	General Remediation Support
EMT-01	Exchange Migration Between Tenants
ODT-01	OneDrive Migration Between Tenants
TMT-01	Teams Migration Between Tenants
SPA-01	SharePoint Content Assessment
SPO-01	SharePoint Online Content Migration

1.2. Areas in scope

1.2.1. General project scope

The project components and scope for Merger, Acquisition, Divestiture Migration for Modern Work are specified in the following table:

Component (ID)	Description	Assumptions
Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture (MAD-01)	<ul style="list-style-type: none">Discovery of the in-use services 1 source environment, with associated relevant configuration and data volumes. A source environment is defined as a single Microsoft 365 tenant and any on-premises Microsoft Exchange Server, Microsoft Skype for Business Server, or Microsoft SharePoint Server environments within a single Active Directory Domain Services (AD DS) forest that is integrated with that tenantFacilitation of decision-making related to the services and data that will be included in the scope of the migration from each in-scope source environmentCreation of a plan for migration to 1 target Microsoft 365 tenant(s), including an integration architecture, migration approach, migration sequencing, and estimated timelines	<ul style="list-style-type: none">The Customer will provide required access to run discovery scripts against in-scope source environments or Customer will run the scripts with guidance provided by Microsoft.The appropriate resources from CCBOT and Cook County State Attorney's Office will participate in joint working sessions to facilitate the discovery sessions.If CCBOT and Cook County State Attorney's Office cannot participate in joint working sessions the change request process will be invoked and may incur additional cost.Cook County State Attorney's Office has procured a Microsoft 365 Tenant with appropriate licensing and domain name.The target tenant is up and running, and has all the desired configuration in place to receive the

Component (ID)	Description	Assumptions
		<p>content from the source tenant</p> <ul style="list-style-type: none"> • No configuration from the source tenant to the target tenant is in-scope. • Microsoft 365 merger, acquisition, and divestiture migrations are subject to unique constraints; this is especially true when migrating between Microsoft 365 tenants. <p>Each service has special constraints, tools, protocols, and limitations; therefore, tradeoffs will be required for user experience and other factors. Leveraging the outcomes of the assessment phase, Microsoft will work with you to make well-informed decisions, and plan for and complete the migration in a way that minimizes disruption and maximizes migration fidelity.</p>
Azure Active Directory Integration (AAD-01)	<ul style="list-style-type: none"> • Installation and configuration of Azure AD Connect synchronization on up to two servers (one primary and one staging) that is limited to options that are configurable through the configuration wizard • Configuration of Azure AD authentication for password hash synchronization 	<ul style="list-style-type: none"> • Azure AD integration will be established between one tenant and 1 Active Directory Domain Services (AD DS) forest (or forests) for synchronization and authentication.
General remediation	Work done at the Customer's direction to provide technical guidance and assistance during the completion of tasks—documented in the	None

Component (ID)	Description	Assumptions
support (REM-01)	preparation checklist deliverable (limited to 115 hours—over a duration no longer than 5 weeks)	
Exchange Migration Between Tenants (EMT-01)	<ul style="list-style-type: none"> Write-back of system attributes from Exchange Online to the on-premises environment, as necessary, for synchronization to the target tenant in preparation for migration Documentation of interforest synchronization requirements, when applicable, to accommodate the Exchange migration solution, including considerations for global address list unification or separation Configuration of the organizational relationship and mail flow connectors between tenants to support coexistence and migration One-time scripted transfer of cloud-based mail or mailbox users, distribution groups, and contacts from the source to target tenant <p>Active Exchange Online Mailboxes includes:</p> <ul style="list-style-type: none"> User, shared, and resource mailboxes Exchange archive mailboxes (included with primary mailboxes) <p>Active Exchange Online Mailboxes excludes:</p> <ul style="list-style-type: none"> Auto-expanded archive mailboxes Compliance data written to hidden Exchange mailbox folders from other services, including Teams and Yammer Microsoft 365 Group mailboxes (these are included with Microsoft 365 Group migration, which are migrated with Microsoft Teams) Public folder mailboxes Decryption of mailbox content Automatic Outlook profile updates. User profiles must be recreated upon migration. <p>Inactive Exchange Online Mailboxes includes:</p> <ul style="list-style-type: none"> Recovery of inactive mailboxes in the source tenant (requires Exchange Online license) 	<ul style="list-style-type: none"> No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. Migration will be performed from CCBOT Microsoft 365 tenant to the Cook County State Attorney's Office Microsoft 365 Tenant A total of 1 source Exchange Online tenant to 1 target Exchange Online tenant. Microsoft uses Quest On Demand for Exchange migration to Microsoft 365. Quest On Demand is a third-party cloud migration product. Migrated data will pass through Quest-managed infrastructure in Microsoft datacenters and migrated content will be limited to what is supported by the products. Quest On Demand, data migration is limited to what is supported by the tool, as documented here. Microsoft assumes an average migration throughput of 20 TB a week between tenants in

Component (ID)	Description	Assumptions
	<ul style="list-style-type: none"> Mailbox migration to the target tenant with the same tool used for standard mailbox migration, as documented in this table Assignment of a hold in the target tenant (requires Exchange Online license) Removal of the license in the target tenant to trigger conversion to an inactive mailbox <p><u>Inactive Exchange Online Mailboxes excludes:</u></p> <ul style="list-style-type: none"> Microsoft 365 licenses are required to support the recovery and migration of inactive mailboxes. The Customer must provide a pool of licenses in the source and target tenant to support migration. All exclusions for standard mailbox migration apply to inactive mailboxes. <p><u>Migration Event</u></p> <ul style="list-style-type: none"> Exchange Active Mailboxes up to 1900 and 10 TB of data Exchange Inactive Mailboxes up to 2900 and 18 TB of data Up to 23 TB of data The number of in-scope mailboxes includes the user, archive, shared, and resource mailboxes that are to be migrated. The total duration includes the time required for prestaging mailbox data in the target tenant The Microsoft Migration Team will leverage services accounts to migrate the in-scope data. The data access is limited to only meta-data that is present in Quest on Demand tool. Due to customer requirements the Microsoft Migration Team will not be able to leverage advanced post migration analysis and be limited to only view reporting within the Quest-On Demand Tool Up to 1 migration event for including associated preparation time and 2 days of Tier-3 post-event support 	<p>the same region. If aggregate mailbox volume exceeds what can be migrated within the scoped number of migration weeks or this throughput cannot be achieved due to cross-region migration or environmental factors, additional weeks will be added to scope via a change request.</p> <ul style="list-style-type: none"> All in-scope users must be licensed for Exchange in both the source and target tenants for the duration of the migration. The Customer will allow migration tools to connect directly to both source and target tenants over the internet. The Customer will satisfy any interforest synchronization requirements for the migration. The Customer can use an AD DS synchronization and migration solution from Microsoft Consulting Services (contracted separately) or a third-party solution. All mailbox migrations will be scheduled for in-scope single migration events. User Outlook profiles and mobile devices must be reconfigured upon migration; this reconfiguration is the

Component (ID)	Description	Assumptions
	<ul style="list-style-type: none"> Microsoft will provide guidance around the deletion of mailbox data, Global address synchronization, and email forwarding. This effort is limited 12 hours over a period of no longer than 2 weeks whichever comes first. 	<p>responsibility of the Customer</p> <ul style="list-style-type: none"> Recreation of Outlook profiles on user desktops will be associated with caching of mailbox data, which will affect network bandwidth. Microsoft assumes the Customer has enough network bandwidth to complete the migration within the specified migration event. The reset Microsoft 365 Apps, including Outlook, OneDrive, Teams, OneNote, and Microsoft 365 Apps for Enterprise activation is the responsibility of the customer The migration will have unfettered access to the source and target environments. No/Free Busy co-existence will be available through the length of migration Re-occurring meetings may need to be re-created. Migrations are subject to Office365 throttling as described at Microsoft 365 and Office 365 migration performance and best practices Microsoft Docs The Customer will allow migration tools to connect directly to both source and target tenants over the internet.

Component (ID)	Description	Assumptions
		<ul style="list-style-type: none"> Migration cut-over jobs will be run in a scheduled migration event. Incremental staging will take place during business days. User mobile devices must be reconfigured upon migration; this reconfiguration is the responsibility of the Customer No device migrations are in scope along with application migrations Cook County State Attorney's Office has procured a domain and assigned the domain to the Microsoft 365 Tenant All users in-scope for migration are licensed with the appropriate license. A functional AAD Connect Server is configured and can be used for soft-matching users. CCBOT will provide forwarding and conversion of the in-scope mailboxes (if required) to the State Attorney's Office new Microsoft 365 Tenant as long as the target tenant needs to receive emails from the previous SMTP primary domain. Customer will be responsible for converting in scope mailboxes to cloud accounts on the source tenant and applying forwarding to the target

Component (ID)	Description	Assumptions
OneDrive Migration Between Tenants (ODT-01)	<ul style="list-style-type: none"> Collection of data from the source environment(s) and assessment services specific to OneDrive migration for up to: Up to 1900 OneDrive Active Sites and 40 TB of Data Up to 200 One Drive InActive Sites and 20 TB of Data <p>Active OneDrive includes:</p> <ul style="list-style-type: none"> Latest checked-in version of all files in the primary document library Basic system-generated metadata (created by, modified by, created timestamp, and modified timestamp) Incremental migrations after initial data pre-staging for new and updated files and folders. Changes to file or folder names or paths between migration runs will result in duplicate content in the target OneDrive site. <p>Active OneDrive excludes:</p> <ul style="list-style-type: none"> Folder and item-level permissions Any metadata beyond basic system-generated fields Sharing links Version history Preservation Hold library Incremental migration for file or folder deletions Filtering or rationalization of data for migration Migration or remediation for any OneDrive customization Master pages, style sheets, or any other branding artifacts Workflows Lists Subsites URL and link correction within JavaScript or documents Site, list, and library settings 	<ul style="list-style-type: none"> No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. Migration will be performed from CCBOT Microsoft 365 tenant to the Cook County State Attorney's Office Microsoft 365 Tenant The appropriate resources from CCBOT and Cook County State Attorney's Office will participate in joint working sessions to facilitate the discovery sessions. If CCBOT and Cook County State Attorney's Office cannot participate in joint working sessions the change request process will be invoked and may incur additional cost. A total of 1 source OneDrive tenants to 1 target OneDrive tenant Microsoft uses Quest On Demand for OneDrive migration to Microsoft 365. Quest On Demand is a third-party cloud migration product. Migrated data will pass through Quest-managed infrastructure in

Component (ID)	Description	Assumptions
	<ul style="list-style-type: none"> OneDrive URL redirection to the target environment Encrypted content Decryption of OneDrive content <p><u>Inactive OneDrive includes:</u></p> <ul style="list-style-type: none"> Provisioning of OneDrive sites in the target environment for inactive users (requires OneDrive license), with assignment of a hold OneDrive migration to the target tenant with the same tool used for standard OneDrive migration, as documented in this table Removal of the OneDrive license target tenant to transition to the inactive site Inactive OneDrive excludes: Microsoft 365 licenses are required to support the migration of inactive OneDrive sites. The Customer must provide a pool of licenses in the target tenant to support migration. All exclusions for standard OneDrive migration apply to inactive sites. <p><u>Migration Event</u></p> <ul style="list-style-type: none"> Up to 1 migration event for including associated preparation time and 2 days of Tier-3 post-event support Migration of documents from identified OneDrive default primary document libraries in the source to a corresponding location in the target tenant Completion of staging migration for documents, incremental migration of updated or new documents, and a final incremental migration of content immediately prior to cutover for each OneDrive site The Microsoft Migration Team will leverage services accounts to migrate the in-scope data. The data access is limited to only meta-data that is present in Quest on Demand tool. Due to customer requirements the Microsoft Migration Team will not be able to leverage 	<p>Microsoft datacenters and migrated content will be limited to what is supported by the products.</p> <ul style="list-style-type: none"> Quest On Demand, data migration is limited to what is supported by the tool, as documented here No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. All in-scope users must be licensed for OneDrive in the source and the target environment. The migration will have unfettered access to the source and target environments. Content will be migrated by connecting migration tools directly to the source and the target tenant over the Internet. Microsoft assumes an average migration throughput of 10 TB a week between tenants in the same region. If aggregate OneDrive volume exceeds what can be migrated within the scoped number of migration weeks or this throughput cannot be achieved due to cross-

Component (ID)	Description	Assumptions
	<p>advanced post migration analysis and be limited to only view reporting within the Quest-On Demand Tool</p> <ul style="list-style-type: none"> Microsoft will provide guidance around the deletion of OneDrive data. This effort is limited 8 hours over a period of no longer than 2 weeks whichever comes first. 	<p>region migration or any other reason, additional weeks will be added to scope via a change request.</p> <ul style="list-style-type: none"> Any external sharing in the source site will need to be re-shared in the target OneDrive site by the end user after the migration. All OneDrive migrations will be scheduled for in-scope single migration events. Migration cut-over jobs will be run in a scheduled migration event. Incremental staging will take place during business days. Cook County State Attorney's Office has procured a domain and assigned the domain to the Microsoft 365 Tenant All users in-scope for migration are licensed with the appropriate license. User mobile devices must be reconfigured upon migration; this reconfiguration is the responsibility of the Customer The reset Microsoft 365 Apps, including Outlook, OneDrive, Teams, OneNote, and Microsoft 365 Apps for Enterprise activation is the

Component (ID)	Description	Assumptions
		<p>responsibility of the customer</p> <ul style="list-style-type: none"> • No device migrations are in scope along with application migrations
Microsoft Teams Migration between Tenants (TMT-01)	<ul style="list-style-type: none"> • Discovery of team and channel data in the source environment(s) and assessment for migration between tenants, limited to: <p>Up to 130 Teams and 12 TB of data</p> <p><u>Teams include:</u></p> <ul style="list-style-type: none"> • Microsoft 365 Groups, with membership, owners, and settings • Team and channel structure, with settings • Teams channel conversations, subject to API limitations. Conversations may be posted to the target channel under the context of a migration service account with a new timestamp or may be written to an HTML file in the target channel as an archive. The best-available options will be reviewed with the Customer during migration planning. • Channel files • Mailbox conversations • Group mailbox calendar • Planner <p><u>Teams excludes:</u></p> <ul style="list-style-type: none"> • Yammer • Power BI • Teams meeting link updates in calendars • Meeting conversations • Meeting recordings in Microsoft Stream • Wiki sections and pages • Email attachments • SharePoint site content beyond channel files • File version history • Teams applications • Bots • Rich card attachments • Code snippets 	<ul style="list-style-type: none"> • No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. • Migration will be performed from CCBOT Microsoft 365 tenant to the Cook County State Attorney's Office Microsoft 365 Tenant • The appropriate resources from CCBOT and Cook County State Attorney's Office will participate in joint working sessions to facilitate the discovery sessions. • If CCBOT and Cook County State Attorney's Office cannot participate in joint working sessions the change request process will be invoked and may incur additional cost. • A total of 1 source Team tenants to 1 target Team tenant • Microsoft uses Quest On Demand for OneDrive migration to Microsoft 365. Quest On Demand is a

Component (ID)	Description	Assumptions
	<ul style="list-style-type: none"> • Calling plans and phone numbers • Direct routing configuration • Auto attendants and call queues • Audio conferencing • Compliance data written to hidden Exchange mailbox folders <p>Migration Event</p> <ul style="list-style-type: none"> • Up to 1 migration event for including associated preparation time and 2 days of Tier-3 post-event support • The Microsoft Migration Team will leverage services accounts to migrate the in-scope data. The data access is limited to only meta-data that is present in Quest on Demand tool. Due to customer requirements the Microsoft Migration Team will not be able to leverage advanced post migration analysis and be limited to only view reporting within the Quest-On Demand Tool • Microsoft will provide guidance around the deletion of Microsoft Teams data. This effort is limited 8 hours over a period of no longer than 2 weeks whichever comes first. 	<p>third-party cloud migration product. Migrated data will pass through Quest-managed infrastructure in Microsoft datacenters and migrated content will be limited to what is supported by the products.</p> <ul style="list-style-type: none"> • Quest On Demand, data migration is limited to what is supported by the tool, as documented here • No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. • All in-scope users must be licensed for Teams in the source and the target environment. • The migration will have unfettered access to the source and target environments. • Content will be migrated by connecting migration tools directly to the source and the target tenant over the Internet. • Microsoft assumes average migration throughput of 10 TB a week between tenants in the same region. If aggregate OneDrive volume exceeds what can be migrated within the scoped number of

Component (ID)	Description	Assumptions
		<p>migration weeks or this throughput cannot be achieved due to cross-region migration or any other reason, additional weeks will be added to scope via a change request.</p> <ul style="list-style-type: none"> Migration of channel conversations is subject to API limitations. Conversations may be posted to the target channel under the context of a migration service account with a new timestamp or may be written to an HTML file in the target channel as an archive. Recommended options will be reviewed with the Customer during migration planning. Each Team will have an average of 100 conversation messages that will be reposted in the target environment. Microsoft assumes an average migration throughput of 10 TB of documents and 150K reposted messages per week between tenants in the same region. If the aggregate volume exceeds what can be migrated within the scoped number of migration weeks, or this throughput cannot be achieved due to cross-region migration or environmental factors,

Component (ID)	Description	Assumptions
		<p>additional weeks will be added to the scope following the change management process.</p> <ul style="list-style-type: none"> • All Teams migrations will be scheduled for in-scope single migration events. • Migration cut-over jobs will be run in a scheduled migration event. • Incremental staging will take place during business days. • Cook County State Attorney's Office has procured a domain and assigned the domain to the Microsoft 365 Tenant • All users in-scope for migration are licensed with the appropriate license. • User mobile devices must be reconfigured upon migration; this reconfiguration is the responsibility of the Customer • The reset Microsoft 365 Apps, including Outlook, OneDrive, Teams, OneNote, and Microsoft 365 Apps for Enterprise activation is the responsibility of the customer • No device migrations are in scope along with application migrations
SharePoint Content	<ul style="list-style-type: none"> • Data collection from the Microsoft SharePoint Online environments with 	<ul style="list-style-type: none"> • SharePoint source content will be limited to the

Component (ID)	Description	Assumptions
Assessment (SPA-01)	<p>approximately 2000 users and 48,000 gigabyte of content</p> <ul style="list-style-type: none"> Installation, configuration, and running of the SharePoint Migration Recommendation Tool (SMRT) in a Microsoft owned Azure subscription to capture inventory from SharePoint Online source environment. Assessment of the content and reporting on issues needing remediation within the source environment Creation of a findings document, as well as a remediation and rationalization guide. These documents will identify the specific issues in the content and recommended remediation approaches Collaboration with content owners and Customer subject matter experts to review and understand key features in use and any content anomalies 	<p>environments listed in the Description column.</p> <ul style="list-style-type: none"> The collection and generation of inventory scan reports will have been completed before the assessment work begins.
SharePoint Online Content Migration (SPO-01)	<p>Migration environment preparation</p> <ul style="list-style-type: none"> Configuration of services in the Azure migration environment for up to one (1) Microsoft SharePoint source environments Deployment and configuration of the migration management portal Configuration of on-premises incremental migration machines <p>Enablement readiness</p> <ul style="list-style-type: none"> Planning and preparation for the Customer to use the SharePoint Online Migration Service Assistance for up to 3 weeks of pilot migration <p>Migration support services</p> <ul style="list-style-type: none"> Maintenance and operation of the content migration service for six (6) months. The Customer can schedule final migrations in weekly release events Migration up to 1 content type hub and up to 1 term store into the target environment where site migration content units are included 	<ul style="list-style-type: none"> The latest version of Metalogix Content Matrix, which has been tested by the Microsoft Migration Team, as well as Metalogix Essentials, will be used to migrate content. Microsoft will purchase the necessary licenses for both products to complete the scope of this work; licenses will not be transferred to the customer upon completion of the project. No growth percentage has been considered for determination of the total content amount to be migrated. If the Customer identifies more content or the content size grows a

Component (ID)	Description	Assumptions
	<ul style="list-style-type: none"> Migration of up to 5000 GB of SharePoint site content from the source(s) to the SharePoint Online tenant Migration of up to 36,000 GB of SharePoint Online Document-Only Content from the source(s) to the SharePoint Online target tenant Migration scheduling assistance for on-demand content migration Provision of post-migration support, 2 weeks in duration, with 1 onshore resource and 1 offshore resource at the conclusion of all waves The Microsoft Migration Team will leverage services accounts to migrate the in-scope data. The data access is limited to only meta-data that is present in the migration tool. Due to customer requirements the Microsoft Migration Team will not be able to leverage advanced post migration analysis and be limited to only view reporting within the Migration tools Microsoft will provide guidance around the deletion of Microsoft SharePoint Data. This effort is limited 8 hours over a period of no longer than 2 weeks whichever comes first. 	<p>change request will be required.</p> <ul style="list-style-type: none"> The SharePoint Term Store and SharePoint Content Type Hub will not be modified during the migration. One week out of every 6 weeks will be used for maintenance activities for the migration service. Content cannot be scheduled or migrated during this week. Maintenance activities will be performed at the discretion of Microsoft to maintain the health of the service.

1.2.2. Software products and technologies

The products and technology that are listed in the following table are required for project delivery. The Customer is responsible for obtaining all identified licenses and products. Microsoft assumes that any product version used during the project is either in mainstream support or is covered by an extended support agreement procured by the Customer.

Component ID	Product and technology item	Version	Ready by
Not applicable	Office 365 licenses (including source and target tenants)	Any	Start of the Enable phase
Not applicable	Office 365 tenant and domain name in the target tenant.	Any	Start of the Enable phase

1.2.3. Environments

The following environments will be required to deliver the project.

Component ID	Environment	Location	Responsibility	Ready by
All	Production	Customer	Customer	Project start
SPA-01	SharePoint systems listed in the General Project Scope section	Customer	Customer	Project start
SPA-01	Inventory Tooling Azure Subscription	Microsoft	Microsoft	Project Start
SPO-01	Migration environment	Azure environment	Microsoft	Within 1 week of the Enable phase start date

1.2.4. Testing and defect remediation

Testing

The following testing is included in the scope of the project. If the Customer has responsibility for testing, the Microsoft effort to support that activity is identified. If additional time is needed for Microsoft testing support, then it can be requested through the Change management process described in this SOW.

Component ID	Test type (environment)	Description	Responsibility		
			Has responsibility for testing?	Provides data or test cases	Provides guidance and support
All*	Validation testing (production)	Test cases will be executed in the production environment to validate that the implemented solution is functioning as designed.	Microsoft	Microsoft	Customer
EMT-01, ODT-01, TMT-01	Test Migrations	Test Migration to validate functionality	Customer	Customer	Microsoft

Component ID	Test type (environment)	Description	Responsibility		
			Has responsibility for testing?	Provides data or test cases	Provides guidance and support
SPO-01	Sample migration	A sample migration was performed to verify that the technical migration process is operating properly and migrating the content with agreed-upon fidelity and assumed throughput. Sample migration testing will not exceed 10 business days.	Microsoft	Customer	Customer
	Validation for valid on review content	<ul style="list-style-type: none"> Review migrated sites and validate that the content has been migrated appropriately. After 4 business days, migrated sites without open problems will be considered accepted. Sites accepted by the Customer will not be subjected to further remediations by Microsoft. The Customer can opt out of this model and accept a Valid on Delivery (VOD) model where content will be accepted upon delivery into the target environment. 	Customer	Customer	Microsoft

*Excludes project components with Assess phase only, see section 2.1.3.

Defect remediation

If defects are identified during testing, the priority of the item will be jointly agreed-upon by the Customer and Microsoft. Defect prioritization is defined in the following table.

Priority	Description	Remediation in scope?
P1	Blocking defect Development, testing, or production launch cannot proceed until this type of defect is corrected. A defect of this type blocks further progress in this area. The solution cannot ship, and the project team cannot achieve the next milestone until such a defect is corrected.	Yes
P2	Significant defect This type of defect must be fixed prior to moving to production. Such a defect, however, will not affect test plan implementation.	Yes
P3	Important defect It is important to correct this type of defect. However, it is possible to move forward into production through the use of a workaround.	No; the problem will be logged. Remediation will be performed through an agreed-upon change request only.
P4	Enhancements and low priority defects P4 defects consist of feature enhancement and cosmetic defects. These include design requests that vary from original concepts.	No; the problem will be logged. Remediation will be performed through an agreed-upon change request only.

1.3. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this project. Areas out of scope for this project are listed in the following table.

Component ID	Area	Description
All components	Product licenses and subscriptions and con	Product licenses (Microsoft or non-Microsoft) and cloud service subscriptions are not included.
	Hardware	Microsoft will not provide hardware for this project.

Component ID	Area	Description
	Client	Deployment and configuration of client software is out of scope for the project unless explicitly listed as in scope in the General project scope.
	Integration with third-party software	Microsoft will not be responsible for integration with third-party software.
	Product bugs and upgrades	Product upgrades, bugs, and design change requests for Microsoft products.
	Source code review	The Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft Consulting Services will be limited to the analysis of binary data, such as a process dump or a network monitor trace.
	Process reengineering	Designing functional business components of the solution is not included.
	Organizational change management	Designing—or redesigning—the Customer's functional organization is not included.
	End-user communications	Microsoft will not produce user-facing training or directly manage user communications unless this work is explicitly listed as in-scope elsewhere in this statement of work. In addition, Microsoft will not manage any direct end-user communications associated with the project.
	Lab environment	Creation of a development or testing lab environment is not included.
	Training	Formal user training or the creation of training materials is not in scope.
	Custom Solution	Any custom solution development is not in scope.
	Performance testing	Performance or stress testing for any environment is not included.
	Governance and regulatory compliance	Microsoft will not be responsible for assessment or review of governance, regulatory, or compliance requirements.

Component ID	Area	Description
	Persona development	Microsoft will not be responsible for the development of personas impacted by the migration.
All Components	Device Migration and Application scripting between Tenants	<p>Update or reset Microsoft 365 Apps, including Outlook, OneDrive, Teams, OneNote, and Microsoft 365 Apps for Enterprise activation.</p> <p>Reset hybrid Azure Active Directory join relationships on Windows devices, allowing for hybrid join with the target tenant.</p> <p>Creation of a solution to transition Azure Active Directory-joined Windows devices to the target tenant, using either full device reset (recommended) or a provisioning package.</p> <p>Provide guidance on the updates users must manually complete on their devices upon migration to the new tenant, including iOS, Android, Windows, and macOS.</p> <p>Repackage applications for distribution from the target environment or make applications available via virtual desktop infrastructure or other means.</p>
MAD-01	Detailed content assessment	Discovery of source environment (or environments) does not include a content-level review of Teams, SharePoint sites, Microsoft 365 Groups, OneDrive sites, mailboxes, or other service data, nor does it provide item-level remediation guidance. This work is out of scope unless explicitly listed as in-scope elsewhere in this SOW.
	Planning for migration to on-premises Office systems	Planning is limited to a Microsoft 365 target environment.
	Planning for the migration of related systems and infrastructure	Planning will take into consideration the parallel migration of related systems, including directory services and management infrastructure, but planning for those migrations is out of scope unless explicitly listed as in-scope elsewhere in this SOW.
	Planning for migration of security technologies	Discovery or migration planning for Microsoft Defender, Azure Defender, Azure Sentinel, or Cloud App Security

Component ID	Area	Description
	Planning for migration of Microsoft Azure subscriptions or resources	Discovery or migration planning for Azure subscriptions, or the resources hosted from them
	Planning for migration of Microsoft Dynamics 365	Discovery or migration planning for Dynamics 365 instances
	Scripted reconfiguration of Microsoft Teams	The client transition scripts will not manage transition for the Microsoft Teams desktop client, and users will need to manually sign out and authenticate to the target tenant upon migration.
EMT-01	Migration of public folders	Migration of Exchange Online public folders between tenants is out of scope.
	Migration of Microsoft 365 Groups	Microsoft will not migrate Microsoft 365 Groups and the associated mailboxes under the scope of this component, and this work is out of scope unless explicitly listed as in scope elsewhere in this SOW.
	Migration of any deleted mailboxes that are on hold for eDiscovery purposes	Microsoft will not migrate any deleted mailbox that has been placed on in-place or litigation hold.
	Decryption of mailbox content	Any encrypted mailbox content will be migrated as is to the target Exchange Online tenant, and no decryption will be performed. This includes any rights-protected content secured with Azure Information Protection. Migration of Azure Information Protection keys between tenants is out of scope, and users might lose access to this content upon migration to the target tenant.
	Integration with on-premises voice systems for unified messaging	Microsoft will not be responsible for design, testing, or implementation of changes to on-premises or third-party voice systems, including Microsoft Skype for Business or Microsoft Lync Server, to facilitate transition of Exchange Online Unified Messaging (UM) integration to the target environment.

Component ID	Area	Description
	Migration or remediation of Exchange-integrated applications	Microsoft will not identify, design changes for, remediate, or migrate Exchange-integrated applications under the scope of the project.
	Migration scheduling	Microsoft will provide general scheduling guidance, but scheduling mailboxes for each event is out of scope and the exclusive responsibility of the Customer.
	Tier 1 and Tier 2 support during mailbox migrations	Microsoft will not provide any Tier 1 or Tier 2 support.
	Reverse migrations	Microsoft will not perform reverse migrations of mailboxes from the target tenant to the source tenant under the scope of the project.
ODT-01	OneDrive sync client configuration	Microsoft will not reconfigure the client for the new target OneDrive including sync clients and OneNote unless this explicitly listed as in-scope elsewhere in this SOW.
	General migration items	<p>The following are not included in the migration:</p> <ul style="list-style-type: none"> • Migration, upgrade, enhancement, or redesign of custom features • Item filtering or selection of specific items for migration • Migration, development, or remediation of customized master pages, style sheets, or any other branding artifacts • Migration of workflows (including workflow history) • Migration of lists • Migration of subsites • The migration of file types that are disallowed according to the published OneDrive service description for the target Office 365 tenant type • Documents, folders, or files having URLs longer than 400 characters • URL and link correction within JavaScript or documents • Migration or configuration of any site, list, or library settings • Migration, deployment, or remediation of any third-party or custom-developed products or solutions

Component ID	Area	Description
		<ul style="list-style-type: none"> • URL redirection from source to target • Migration of electronically signed documents (information rights management/Rights Management Service) • Migration of external sharing • Migration of permissions for users that do not exist in the target tenant Azure Active Directory • Version history • Preservation hold library content
	OneDrive migration scheduling	Microsoft will provide general scheduling guidance, but scheduling OneDrive drives for each event is out of scope and is the exclusive responsibility of the Customer.
	Tier 1 and Tier 2 support during OneDrive migrations	Microsoft will not provide any Tier 1 or Tier 2 support.
	Reverse migrations	Microsoft will not perform reverse migrations from the target tenant to the source tenant under the scope of the project.
TMT-01	Migration items, not listed as in scope	<p>Microsoft will not perform migrations of:</p> <ul style="list-style-type: none"> • Phone system migration and audio conferencing: Calling plans and phase numbers, direct routing configurations, audio attendants and clouds queues, or audio conferencing • Application and channel tabs: Teams applications, bots, rich card attachments, and code snippets • Private chat: 1:1 and group conversations under the Chat tab will not be migrated due to API limitations. • Meetings: Teams meetings and meeting recordings in Microsoft Stream • Team Assets: Wiki selections and pages, email attachments
SPA-01	Content assessment	SharePoint source systems that have not been listed in the General project scope section
	Migrations	<p>Assessment does not include the following unless explicitly listed as in scope elsewhere in this statement of work.</p> <ul style="list-style-type: none"> • A migration plan that consists of tools, resources, environmental architecture, methodology, and target definitions

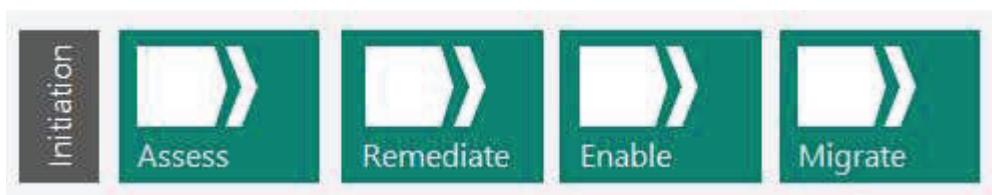
Component ID	Area	Description
		<ul style="list-style-type: none"> • Migration of source content • Migration of source applications
	Applications	<ul style="list-style-type: none"> • Analysis of application logic or business requirements • Remediation of source applications
SPO-01	Customizations	<p>Development, remediation, or design of any customization</p>
	Migration items not listed as in scope	<ul style="list-style-type: none"> • Migration of MySites or Microsoft OneDrive for Business personal sites • Individual items will not be selected or filtered for migration. Any content cleanup will be the Customer's responsibility to be performed within the source or the target environment • Development, remediation, or customization fixes to master pages, style sheets, and other branding artifacts. • The following types of content: <ul style="list-style-type: none"> ◦ Workflow history ◦ More than 5 versions for each item and/or document ◦ Site workflows ◦ Server-side InfoPath forms and variations ◦ Customization migration ◦ Branding migration ◦ Web content management or publishing workloads • File types that are disallowed according to the SharePoint Online published service description will not be migrated. • Documents, folders, and files having URLs longer than 400 characters • For sites that were renamed in the source, only the last versions of the page layouts and pages will be migrated • URL and link correction within JavaScript or documents • The following site, list, or library settings: <ul style="list-style-type: none"> ◦ Regional site settings ◦ Library version settings ◦ Enterprise metadata and keyword settings ◦ Edit items in data sheet settings

Component ID	Area	Description
		<ul style="list-style-type: none"> ○ Offline client availability setting ○ Default open behavior for browser-enabled documents ● Site collection-level settings ● Custom left navigation configuration ● Migration of lists or libraries with 20,000 or more items ● Remediation of any third-party, custom-developed, or non-SharePoint-related products ● URL redirection from source to target ● Migration of electronically signed documents ● Reconfiguring Microsoft InfoPath form data connections ● Published pages other than Active Server Page Framework (ASPX) pages ● All content that is not included in an out-of-box standard Document Library for Document Only migrations ● Migration of external sharing ● Migration of permissions for users that do not exist in the target tenant Azure Active Directory ● Preservation hold library content

2. Project approach, timeline, and deliverable acceptance

2.1. Approach

The project will be structured following the Online Solution Lifecycle delivery methodology and will consist of four distinct phases: Assess, Remediate, Enable, and Migrate. Each phase has distinct activities and deliverables that are described in the following sections.



The activities for each in-scope project component will be organized into these phases, and components will generally progress through project phases together. The Assess phase activities for most components, for example, will be completed before the project proceeds to the Remediate phase, and the Remediate phase activities for most components will be completed before the project proceeds to the Enable phase. Microsoft reserves the right to delay the start of individual project components, when necessary, for the

purposes of work prioritization or staffing optimization. During the Assess phase, a project plan will be produced that documents the detailed delivery schedule for this engagement.

As part of this project, various deliverables will be created. If a deliverable requires formal review and acceptance (a process described in the Deliverable acceptance process section), this is indicated in the following sections.

2.1.1. Engagement initiation

Before beginning the project, the following prerequisites must be completed.

Category	ID	Description
Microsoft activities The activities to be performed by Microsoft	All	<ul style="list-style-type: none">Conduct a preinitiation call to initiate team formation and communicate expectations.Document the project launch prerequisites using input from this SOW.Track the status of launch prerequisites and adjust the engagement initiation phase start date accordingly.Conduct a detailed walk-through of the SOW with the Customer to agree on an initial project schedule and approach.
Customer activities The activities to be performed by the Customer	All	<ul style="list-style-type: none">Attend and participate in the preinitiation call.Assign project initiation and launch prerequisite responsibilities to accountable Customer leadership and establish target completion dates.Complete the project initiation and launch prerequisites.Staff the project with the required Customer resources in the time frames that were agreed upon in the preinitiation call.

2.1.2. General project activities

The following table describes the general activities for the project, organized by phase. These activities will be combined with the activities defined for in-scope [project components](#) to establish the overall project approach.

Category	Description
Microsoft activities The activities to be performed by Microsoft	Assess phase <ul style="list-style-type: none">Prepare for, and conduct, the project kickoff meeting.Document, discuss, and review conditions of satisfaction and define critical success factors of the project.Create a risks, actions, issues, decisions (RAID) log and review it with the Customer.

Category	Description
	<ul style="list-style-type: none"> Generate a project communication matrix that can be used to identify meeting cadence, key stakeholders, and the general communication strategy. Create a preliminary project status report to review with the Customer Project Manager and refine as necessary based on that person's input. Deliver workshops and complete other Assess phase activities for in-scope components as defined in Project components and deliverables section. Produce a preparation checklist that details the tasks that are needed to complete the in-scope Enable phase activities, including the resources that must be procured by the Customer. Produce design and plan documentation. Produce a project plan for Microsoft project activities for this engagement. <p>Remediate phase</p> <ul style="list-style-type: none"> Generate a weekly project status report and facilitate project status review meetings with the project team. Provide technical guidance and assistance, and answer questions during the Customer-led completion of identified preparation tasks. Provide input on user communications related to the project. Facilitate preparation checklist review meetings with the Customer to track activity status, prioritization, and completion timelines. <p>Enable phase</p> <ul style="list-style-type: none"> Produce test cases that will be used to validate the implemented Solution functions as designed. Complete Enable phase activities for in-scope components as defined in Project components and deliverables section. Complete in-scope testing for the project. Produce delivery summary documentation for the project. Facilitate project status meetings with the project team to track the activity status, prioritization, and completion

Category	Description
	<p>timelines for project work items and active RAID log entries.</p> <ul style="list-style-type: none"> Generate a weekly project status report and facilitate weekly project status review meetings with the project team. <p>Migrate phase</p> <ul style="list-style-type: none"> Complete Migrate phase activities for in-scope components, as defined in Project components and deliverables section.
<p>Customer activities The activities to be performed by the Customer</p>	<p>Assess</p> <ul style="list-style-type: none"> Provide project manager resources to work with the Microsoft project manager and manage Customer resources and assigned project activities. Manage scheduling and logistics for project workshops. Provide project resources and subject matter experts (SMEs) to participate in workshops and follow-up meetings. Review the high-level project plan. Make necessary design and planning decisions in a timely fashion to facilitate completion of the Assess phase within the timelines documented in Timeline section. Review the RAID log with the Microsoft project manager and assign appropriate resources to actions, issues, and risks. Develop a project communication matrix. Provide templates or review existing templates that will be used for weekly status reports and steering committee reports. Review all Assess phase deliverables. Produce and manage the project plan for Customer project activities. <p>Remediate</p> <ul style="list-style-type: none"> Complete all tasks identified in the preparation checklist and procure all required resources for the project within the timelines established for remediation, as documented in General project scope section. Update the project plan with updates to project activities and status received from Customer project team members. Assist in facilitating weekly project status review meetings. Prepare user communications for the project. <p>Enable</p>

Category	Description
	<ul style="list-style-type: none"> Provide required production access to Microsoft resources or resources who can work alongside Microsoft to facilitate completion of in-scope implementation tasks. Update the project plan with status received from Customer project team members. Review test cases and other Enable phase project deliverables. Participate in in-scope testing for the project and complete any testing activities assigned to the Customer. Assist in facilitating weekly project status review meetings. Manage the change management process to facilitate timely completion of production implementation tasks. Take ownership of the solution for ongoing management and support. Manage all end-user communications associated with implementation tasks. <p>Migrate</p> <ul style="list-style-type: none"> Manage scheduling and end-user communications for in-scope Migrate phase activities.
Key assumptions	<ul style="list-style-type: none"> If the defined duration or effort for remediation is exhausted before the completion of critical path (blocking) remediation and preparation tasks, a change will be submitted following the Change management process in order to adjust project scope, timeline, and cost as necessary. The Customer will make all necessary design and planning decisions during the Assess phase of the project. Acceptance of the Design and Plan deliverable constitutes finalization of all options for implementation. Changes to Customer decisions after deliverable acceptance will be subject to a project change request.

General project component deliverables:

Microsoft will produce the following work products that include content from in-scope project components in the phases shown. Not all components will be covered in all work products, and [Project components](#) section documents how each component will be covered in these work products.

Deliverables will either be prepared as combined documents with content for all in-scope components, or multiple component-specific instances of these work products will be produced. During the Assess phase of the project, Microsoft and the Customer will mutually agree on a consolidated or per-component deliverable structure and then use that structure for all deliverable acceptance.

Additional component-specific deliverables may be produced for the project and any such deliverables are described in section [Project components and deliverables](#).

Name	Description	Phase	Responsibility
Project plan	Key Microsoft activities, milestones, dependencies, and durations for this engagement	Assess	Microsoft
Preparation checklist	An Excel spreadsheet that documents the tasks that must be completed by the Customer and the resources that must be procured in order to complete the in-scope work.	Assess	Microsoft
Design and plan	A Word document that captures design decisions made during the workshop, documents the design for the solution, and details the high-level plan for completion of the in-scope work.	Assess	Microsoft
Test cases	An Excel spreadsheet that documents the test cases that will be used to validate that the implemented solution functions as designed.	Enable	Microsoft
Delivery summary	A Word document that summarizes the work completed, provides any relevant operational guidance, and documents any recommended next steps.	Enable	Microsoft

2.1.3. Project components and deliverables

The following subsections describe the activities for in-scope project components, organized by overall project phase. These activities will be combined with the [general project activities](#) to establish the overall project approach. The unique deliverables for each component, and the project deliverables to which each component contributes, are also described below.

Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture (MAD-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	Assess <ul style="list-style-type: none"> • Complete the automated discovery of service usage information in the in-scope environment(s)—running Microsoft-supplied

Category	Description
	<p>scripts or guiding the Customer through the running of said scripts.</p> <ul style="list-style-type: none"> Conduct interviews, as necessary and at Microsoft discretion, to augment or refine information gathered through automated discovery to facilitate migration planning. Assess service usage information to determine feasibility of migration to a target Microsoft 365 tenant. Conduct a migration planning workshop, limited to 16 hours in total duration per in-scope target environment, to review service usage information and assessment findings with the Customer; facilitate decision-making related to the services that will be included in the scope of migration; and establish the integration design and migration plan.
<p>Customer activities The activities to be performed by the Customer</p>	<p>Assess</p> <ul style="list-style-type: none"> Provide Microsoft with the permissions necessary to run discovery scripts on in-scope source environments or alternatively, run those scripts with guidance from Microsoft. Participate in interviews needed to augment discovered information and answer questions related to service usage and configuration. Participate in the migration planning workshop and make decisions required for completion of the migration plan.
<p>Project deliverables Content for this project component will be included in these project deliverables</p>	<ul style="list-style-type: none"> Preparation checklist Design and plan

Azure Active Directory integration (AAD-01)

Category	Description
<p>Microsoft activities The activities to be performed by Microsoft</p>	<p>Assess phase</p> <ul style="list-style-type: none"> Conduct an assessment and planning workshop to gather requirements, information about the current environment, and Customer design decisions for Azure AD integration. Assist the Customer with the running of the Office 365 IdFix tool to identify conflicts and formatting errors in AD DS that need to be remediated prior to directory synchronization. <p>Enable phase</p> <ul style="list-style-type: none"> Install and configure Azure Active Directory Connect, including Azure Active Directory authentication agents if the Customer chooses pass-through authentication.

Category	Description
	<ul style="list-style-type: none"> • Complete initial synchronization to Azure AD and enable ongoing regular synchronization. • Configure the Azure AD seamless single sign-on feature if the Customer elects to use it and is not using federated authentication. • Configure authentication for Customer domains in Azure AD. • Configure and demonstrate Azure AD Connect Health if the Customer is licensed for Azure AD Premium. • Configure and demonstrate Azure AD B2B.
<p>Customer activities The activities to be performed by the Customer</p>	<p>Assess phase</p> <ul style="list-style-type: none"> • Participate in the assessment and planning workshop, communicate requirements, provide current environmental information, and make design decisions. • Run the Office 365 IdFix tool in each in-scope AD DS forest and provide the results to Microsoft for evaluation. The tool requires read-only permissions in AD DS. <p>Remediate phase</p> <ul style="list-style-type: none"> • Complete IdFix error remediation in the on-premises AD DS forest and user principal name (UPN) changes, if necessary. <p>Enable phase</p> <ul style="list-style-type: none"> • Assist Microsoft, as necessary, during production implementation tasks. • If the Customer elects to use a third-party federated identity provider, provide subject matter expertise for that identity provider and implement the configuration required to provide federated authentication with Azure AD. Engage the product vendor, as necessary.
<p>Project deliverables Content for this project component will be included in these project deliverables</p>	<ul style="list-style-type: none"> • Preparation checklist • Design and plan • Test cases • Delivery summary

Exchange Migration Between Tenants (EMT-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	<p>Assess</p> <ul style="list-style-type: none"> Conduct a workshop—of up to 4 hours—to gather requirements, and information about the current environment and necessary Customer decisions. Design the Exchange coexistence and migration solution. <p>Remediate</p> <ul style="list-style-type: none"> If necessary, attend meetings with the team responsible for interforest synchronization to clarify requirements and answer questions. Provide general guidance to the Customer on migration scheduling. <p>Enable</p> <ul style="list-style-type: none"> Produce test cases that will be used to validate that the solution functions as designed. Configure the migration tool. Configure the organizational relationships and mail flow connectors between tenants to facilitate coexistence. Update the production Azure Active Directory Connect instance to enable Exchange hybrid write-back, if not already enabled. Perform scripted write-back of Exchange Online system attributes to the on-premises environment for synchronization to the target tenant. Perform a one-time scripted transfer of cloud-based distribution groups, users, and contacts from source to target tenant. Complete validation testing for the solution using test mailboxes. Prepare the offshore migration team to complete mailbox migrations based on the defined schedule. <p>Migrate</p> <ul style="list-style-type: none"> Perform preflight checks for all mailbox migrations, remediate errors associated with in-scope activities, and report remaining errors to the Customer for remediation.

Category	Description
	<ul style="list-style-type: none"> • Create mailbox migration jobs for data prestaging in the target tenant. • Up to 1 migration event for including associated preparation time and 2 days of Tier-3 post-event support
<p>Customer activities The activities to be performed by the Customer</p>	<p>Assess</p> <ul style="list-style-type: none"> • Participate in the workshop, communicate requirements, provide current environmental information, and make design decisions. • If necessary, plan for interforest synchronization that meets the requirements set by Microsoft for the solution. <p>Remediate</p> <ul style="list-style-type: none"> • If necessary, implement interforest synchronization that meets the requirements provided by Microsoft for the solution. • Provide criteria that can be used to map users between source and target environments or alternatively provide a mapping file. • Create the mailbox migration schedule. <p>Enable</p> <ul style="list-style-type: none"> • Assist Microsoft, as necessary, during production implementation tasks. • Participate in solution validation testing. • Finalize the mailbox migration schedule prior to the start of the Migrate phase. <p>Migrate</p> <ul style="list-style-type: none"> • Prepare the help desk for in-scope, large-scale weekend migration events, providing training and documentation based on guidance from Microsoft. • Make project resources available during migration events to assist with production migration activities, attend status checkpoints, and manage user communications.
<p>Project deliverables Content for this project component will be included in these project deliverables</p>	<ul style="list-style-type: none"> • Preparation checklist • Design and plan • Test cases • Delivery summary

OneDrive Migration Between Tenants (ODT-01)

Category	Description
<p>Microsoft activities The activities to be performed by Microsoft</p>	<ul style="list-style-type: none"> OneDrive content migration assessment: <ul style="list-style-type: none"> Configure the Quest on Demand Tool migration tool. Collect data for the content migration assessment using OneDrive usage reports and Quest on Demand. Collect data through a 4-hour workshop for service configuration and governance policies. Identify items that need to be addressed in the Remediate phase. Identify issues that need to be addressed in the migration plan. Create staged content and cutover plan. <p>Remediate</p> <ul style="list-style-type: none"> Provide general guidance and answer questions during the Customer-led completion of identified preparation tasks. Provide general guidance to the Customer on migration scheduling. <p>Enable</p> <ul style="list-style-type: none"> Prepare the content migration environment. Configure migration tools. Create OneDrive personal sites in the target tenant. Conduct weekly 30-minute meetings with the Customer's project team to review staging status. Validate that users can sign into the tenant and verify that content can be migrated to the new Office 365 tenant. <p>Perform staging content migrations that include:</p> <ul style="list-style-type: none"> Use of the specified migration tool to migrate content from the default primary document library in the source OneDrive drive to the target tenant. Configure staging waves to migrate content based on the identified migration schedule. <p>Migrate</p> <p>Perform incremental and final sync content migrations that include:</p> <ul style="list-style-type: none"> Performing incremental migrations starting on business days during the Migrate phase. Locking the source drives after the migration. Reporting of migration outcomes.

Category	Description
	<ul style="list-style-type: none"> • Daily 30-minute meetings with the Customer's project team to review migration status. • Preparation of a migration status report for each cutover event. • Prepare and implement all in-scope migration event and provide Tier-3 support for the 2 business days following each event.
<p>Customer activities The activities to be performed by the Customer</p>	<p>Assess</p> <ul style="list-style-type: none"> • Provision required migration accounts with SharePoint Online administrator privileges and provide credentials to the Microsoft team. • Provide OneDrive storage usage reports at the user level. • Provide architectural input in all phases of the engagement. • Review the design and plan documentation. • Provide access to the source tenant (or tenants). • Attend working sessions to review and define the migration plan. • Provide a Subject Matter Expert (SME) to provide insight on any anomalies regarding OneDrive content. <p>Enable</p> <ul style="list-style-type: none"> • Prepare a client reconfiguration plan if not defined in scope elsewhere in this SOW. <p>Migrate</p> <ul style="list-style-type: none"> • Coordinate with the Microsoft migration team. • Complete end-user communications, documentation, training, and change management. • Provide updated storage usage reports as required by the Microsoft migration team. • Prepare the help desk for in-scope, large-scale weekend migration events, providing training and documentation based on guidance from Microsoft. • Make project resources available during migration events to assist with production migration activities, attend status checkpoints, and manage user communications.
<p>Key assumptions</p>	<p>Migrate</p> <ul style="list-style-type: none"> • 1 staging migration and 1 incremental migration has been estimated for each OneDrive.

Category	Description
	<ul style="list-style-type: none"> User cutover events and the staging of content for future cutovers will occur in parallel. Post-staging data change rates may effect the cutover event schedule.
Project deliverables Content for this project component will be included in these project deliverables	<ul style="list-style-type: none"> Preparation checklist Design and plan Delivery summary

Microsoft Teams Migration Between Tenants (TMT-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	<p>Assess</p> <ul style="list-style-type: none"> Set up and run Quest on Demand tools to conduct discovery against in-scope source tenant(s). Conduct interviews, as necessary and at Microsoft discretion, to augment or refine information gathered through automated discovery to facilitate assessment for migration. Analyze gathered information, create an assessment findings document, and review findings with the Customer. Conduct a migration planning workshop, up to 4 hours in duration, to gather requirements and make decisions. <p>Enable</p> <ul style="list-style-type: none"> Deploy and configure the migration environment and migration tools. Run sample migrations and complete validation testing. <p>Migrate</p> <ul style="list-style-type: none"> Perform preflight checks for Teams migrations, remediate errors associated with in-scope activities, and report remaining errors to the Customer for remediation. Create and run Teams provisioning and migration jobs. Optionally post notifications and lock source team content, as appropriate, to prevent ongoing changes after migration. Prepare for and execute all in-scope weekend migration events and provide Tier-3 support, for the 2 business days following each event.

Category	Description
Customer activities The activities to be performed by the Customer	<p>Assess</p> <ul style="list-style-type: none"> Finalize ownership for in-scope teams based on information from the source tenant. <p>Remediate</p> <p>Remediate migration readiness issues identified in the Assessment.</p> <p>Enable</p> <ul style="list-style-type: none"> Provide the access required in the source and target Microsoft Teams tenants to facilitate migration based on guidance from Microsoft. Validate that all users who will hold membership in migrated teams are provisioned in the target tenant 2 weeks prior to the start of migration. Finalize notification messages to be posted to source channels upon cutover. Create the Teams migration schedule. <p>Migrate</p> <ul style="list-style-type: none"> Prepare the help desk for in-scope, large-scale weekend migration events, providing training and documentation based on guidance from Microsoft. Make project resources available during migration event to assist with production migration activities, attend status checkpoints, and manage user communications.
Key assumptions	<ul style="list-style-type: none"> Microsoft will provision team and channel structures in the target tenant, up to 2 weeks prior to cutover, to facilitate prestaging. Changes made to the Team and channel structures after this date might not be migrated to the target tenant. Any new messages added in the source after cutover will not be migrated.
Project deliverables Content for this project component will be included in these project deliverables	<ul style="list-style-type: none"> Preparation checklist Design and plan Delivery summary

Component deliverables: TMT-01

Microsoft will produce the following additional deliverables for this project component.

Name	Description	Phase	Responsibility
Findings	A Microsoft Word document that documents the findings from the assessment and any remediations required to allow migration of in-scope teams.	Assess	Microsoft

SharePoint Content Assessment (SPA-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	<p>Assess</p> <ul style="list-style-type: none"> • Procure inventory assessment tooling required for the engagement. • Procure Azure subscription, install, configure, and operate SharePoint Migration Recommendation Tool (SMRT) assessment tooling, for SharePoint Online source environments. • For SharePoint Online source environments, run the data collection tools and deliver the report generation output. • Help the Customer filter the inventory report to enable the Customer to plan for actionable items on its source content for a SharePoint Online Migration. • Analyze collaboration content that is stored in the SharePoint systems listed as in scope for the assessment. • Provide information—related to content in the SharePoint systems—to help the Customer determine disposition, target choices, and migration pathways. • Develop the Findings Document. • Develop the Remediation Guide. • Present the final results.
Customer activities The activities to be performed by the Customer	<p>Assess</p> <ul style="list-style-type: none"> • Provide access to the source systems the discovery tools will run on. • Identify dependencies that could affect disposition outcomes and migration pathways. • Provide Subject Matter Experts (SME) to participate in working sessions and report reviews including site owners, IT department, developers, and database administrators. • Provide insight to pertinent inventory areas.

Category	Description
	<ul style="list-style-type: none"> Participate in pertinent rationalization reviews and disposition decisions. Provide technical and business resources as needed to support assessment meetings and other activities.
Key assumptions	<ul style="list-style-type: none"> SMRT crawling and assessment tools will be used to capture content inventory. The kickoff meeting will be scheduled after the assessment reports, on the SharePoint systems identified in the Error! Reference source not found. section, are received from the Customer.
Project deliverables Content for this project component will be included in these project deliverables	Preparation checklist

Component deliverables: SPA-01

Microsoft will produce the following additional deliverables for this project component.

Name	Description	Phase	Responsibility
Findings document	Guidance for reading the scan reports and a high-level overview of the findings	Assess	Microsoft
Remediation guide	Contains a description of Customer readiness for content migration, including remediation that can help create a structure for Customer-owned activities that addresses any remaining items needed for implementation and migration to SharePoint Online. This can help identify migration blockers. Once those blockers have been addressed, SharePoint Online content migration planning can begin	Assess	Microsoft

SharePoint Online Content Migration (SPO-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	Remediate <ul style="list-style-type: none"> Facilitate checkpoints with the Customer to review the progress.

Category	Description
	<ul style="list-style-type: none"> Guide the Customer remediation activities (including question and answer time). <p>Enable</p> <ul style="list-style-type: none"> Validate that the SharePoint Portfolio Assessment has been conducted and reports will be current at the start of the Enable phase. Validate all pre-migration remediation problems identified in the Customer's content assessment findings document are remediated. Prepare content migration environment. Install Migration Tools. Perform sample migrations that validate the test scenarios identified during the SharePoint Content Assessment Sample migrations will be limited to no more than 100GB of content. Sample migrations will not be subject to the formal acceptance process. Deploy the migration management site into the target SharePoint Online environment. Review problem triage and tracking process with the Customer. Validate that users can sign-in to the tenant and verify that content can be migrated to the new SharePoint Online tenant. The data within site collections will be reassessed during the subsequent migration waves to account for any differences from the time the assessment tool was run. Verify Document-Only eligible site collections. <p>Migrate</p> <ul style="list-style-type: none"> Perform a 3-week-long pilot migration of up to 250 GB of total content. Perform velocity content migration waves. <ul style="list-style-type: none"> Scheduled site lists that will be migrated will be locked 10 business days prior to the scheduled migration waves. Migration waves will contain no more than 1 incremental migration. Migration waves will be limited to 800 GB per wave. Migrate SharePoint Online Document Only eligible content waves of up to 10,000 GB per wave. Implement a migration schedule that provides velocity migration waves in a staggered and parallel fashion.

Category	Description
	<ul style="list-style-type: none"> • SharePoint Online Document Only migration waves will consist of: <ul style="list-style-type: none"> ◦ Staggered 2-week migration waves for up to 10,000 GB of SharePoint Online Document-Only content to SharePoint Online: ◦ 5 waves will be performed as Valid on Delivery (VOD). • Global and local term sets will be migrated with the latest Metalogix migration tool suite. • Update migration management site for each stage of migration process. • Send 3 automated email notifications from the migration management site during the team site migration process, including information about: <ul style="list-style-type: none"> ◦ Pre-migration communication. ◦ Site content validation communication. ◦ Site migration complete communication. • Assist with source site locking and banner notifications. • Perform the initial migration of content. • Review migration tool log and remediation based on the log for up to 2 days before the content validation period begins. • Monitor and manage the migration service. • Perform the incremental migration of content. • Lead the defect triage process. • Remediate issues identified and assigned to Microsoft during SharePoint content validation. • Provide a delivery summary of migration events.
Customer activities The activities to be performed by the Customer	<p>Remediate phase</p> <ul style="list-style-type: none"> • Perform the required steps to complete the remediation activities. • Lead remediation activities through oversight of Customer activities and provide the status of the remediation progress. <p>Enable</p> <ul style="list-style-type: none"> • Review the artifacts shared by Microsoft team and provide feedback. • Provide access as needed to systems/applications, Subject Matter Experts (SME) and general users, in order to derive detailed understanding of the requirements.

Category	Description
	<ul style="list-style-type: none"> • Facilitate organization for quick turnaround in responding to inquiries solicited by the project team in understanding and deriving project requirements. • Provide a user mapping file that clearly articulates the mapping between the user's current UPN and target UPN. • Provide timely reviews of the scope, efforts and timelines such that the next phases are not delayed. • Conduct migration planning and create the migration schedule. • Provide content validation point of contact with the authority to review and coordinate activities. • Provide content owners that will validate content and provide content owners appropriate training on SharePoint Online and the testing process. • Assign administrator permissions to identified accounts in both the source and the target. • Provide site banner notification text. • Provide text for automated email notifications. • Provide site mapping for each site scheduled for each wave. <p>Migrate</p> <ul style="list-style-type: none"> • Assist the Microsoft team in completing migration activities by coordinating SharePoint Online content validation testing. • Coordination with the Microsoft Migration Team, including finalizing the migration schedule. • Review source site notification banner messages to be pushed out at each stage. • Lock down managed metadata modifications. • During pilot and velocity content migration waves: <ul style="list-style-type: none"> ◦ Identify site collections to be included in the pilot migration. ◦ Implement any identified post-migration remediation. ◦ Lead and coordinate SharePoint Online content validation. ◦ Log problems in the migration management site. ◦ Participate in problem triage meetings during SharePoint Online content validation. • Create end-user communications, documentation, training, and change management. • Validate the SharePoint Online content for each wave; this testing is considered acceptance testing. • Within 4 business days of the migration status changing to "Pending validation," content owners will validate the

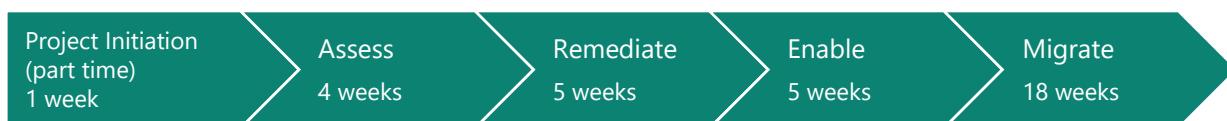
Category	Description
	<p>migration and report any missing in-scope data that need to be migrated.</p> <ul style="list-style-type: none"> Content owners for team sites to conduct testing on, and to log defects about content during the SharePoint Online content validation period. Validate that all users who must retain access for migrated content are active in the SharePoint Online target environment 2 weeks prior to the start of content migration. Users who are not available in the tenant prior to this phase might lose permissions or lose metadata on content and, consequently, might need to be reauthorized manually after the migration for certain sites or documents. The site collections will be made read-only by the Customer before starting the incremental migration Implement remediation actions categorized as post-migration activities.
Key assumptions	<p>Remediate phase</p> <ul style="list-style-type: none"> The Customer has resources available to complete the remediation, with the knowledgeable skill set to complete the required activities. <p>Enable</p> <ul style="list-style-type: none"> A Microsoft Industry Solutions Delivery (ISD) content assessment will have been completed within 6 months of the start of Enable phase. All sample migrations will be performed with production content and targeting production environments. All users must be licensed, provisioned, and able to authenticate against the target environment. The Customer has validated that the necessary regulatory or compliance requirements have been met. <p>Migrate</p> <ul style="list-style-type: none"> All tenant enablement activities and client infrastructure dependencies will have been completed prior to the migration. Each site collection to be migrated will have both a technical owner and a content owner assigned. The Customer will use a Microsoft-designated tool for logging defects and for approving sites. Site collections owners will be notified when the site collections are made read-only for incremental migration.

Category	Description
	<ul style="list-style-type: none"> Content validation is performed through a tool, and manual random checks are performed only on limited (time-boxed to four hours per wave). Custom site or web templates will be mapped to the nearest out-of-the-box site or web templates. The site notification engine will be deployed prior to the start of migration. Resolution of in-scope defects will be limited to SPO Content Migration related problems. Any product related problems identified during the migration must be handled through existing traditional product support channels. Sometimes files do not get migrated even after repeatedly trying incremental migrations. Microsoft will perform 3 attempts per such file and provide specific detail to the Customer in cases when, after 3 trials, the file is not migrated by the tool. In such cases, the Customer will migrate files manually. Our experience is that these instances are rare (such content is typically less than 1 percent of migrated files), but they can occur due to a setting problem or corruption on the source. Any metadata on content that is referring to a specific user who is no longer available in the tenant will be mapped to a generic system account. The sites in the target environment will have a new URL. Previous checked in page versions is not processed to remediate missing web parts and URLs. The migration schedule will be defined and managed at the site collection level. Published pages will be migrated as is, with the assumption that any required cascading style sheet (CSS) changes or JavaScript modifications will have already been completed and deployed. The target visual interaction model will conform to the out-of-the-box SharePoint Online experience, and this might not conform visually to the existing SharePoint implementation. SharePoint Online content validation is considered acceptance testing, and the Customer is responsible for acceptance testing. Incremental migration is assumed to be 8% of batch size and is expected to be completed in not more than 2 days. Content migrated is determined by the source site collection total volume.

Category	Description
	<ul style="list-style-type: none"> • No information architecture changes will be made to the source content within 10 business days of the scheduled migration. • No more than 4,000 total subsites will be included in any individual wave. • Site collections are either classified as "Site Migration" or "Document Only". • "Document Only": The identified site collections will migrate Document libraries only. Documents will be migrated with "created by" and "modified by" metadata only. Identified site collections must be greater than 25GB. • All permissions will be inherited from the Document Library. • The SharePoint Online Document-Only migration approach does not migrate document libraries that have additional content type on them. (E.g., a Document Library that also has a Document Set content type) • When the SharePoint Online Document-Only migration approach is being used, special characters within file names must be remediated at the source, these will not be migrated due to tooling limitation (E.g. ~ " # % & * : < > ? / \ { })
Project deliverables Content for this project component will be included in these project deliverables	<ul style="list-style-type: none"> • Preparation checklist • Design and plan • Delivery summary

2.2. Timeline

During project planning, a detailed timeline will be developed. All dates and durations are relative to the project start date and are estimates only.



ID	Schedule detail
SPA-01	The Microsoft team will only be engaged part time during engagement initiation. During this time, inventory tooling will be installed and run against the source environment. Once

ID	Schedule detail
	the scan reports have been generated, the Microsoft team will initiate the Assess phase workshops and engage a full-time resource.

2.3. Deliverable acceptance process

During the project, Microsoft will submit certain deliverables (listed in the Approach section as deliverables with "Acceptance required?" equal to "Yes") for the Customer's review and approval.

Within three business days of the date of submittal, the Customer is required to:

- **Accept the deliverable** by signing, dating, and returning a service deliverable acceptance form, which can be sent by email, or by using (or partially using) the deliverable
Or
- **Reject the deliverable** by notifying Microsoft in writing; the Customer must include a complete list of reasons for rejection.

Deliverables shall be deemed accepted unless the written rejection notification is received by Microsoft in the time frame specified.

If a rejection notification is received, Microsoft will correct problems with a deliverable that are in scope for the project (and documented in this SOW), after which the deliverable is deemed accepted.

Problems that are outside the scope of this SOW, and feedback provided after a deliverable has been accepted will be addressed as a change request, managed as described in the Change management process section.

2.3.1. Service acceptance

During the project, we will complete units of migration service as defined in the SharePoint Online content migration units' section. The acceptance criteria for completion of each migration unit is defined as follows:

- **Content Migration:** Content is migrated from the source environment and accepted in the target environment. Content Volume (GB) migrated is equal to the source site collection size.
- **Source Environment Enablement:** Migration infrastructure is deployed and tested for source environments. This includes migration infrastructure hosted in Microsoft locations as well as migration infrastructure, including tooling installed and tested in Customer locations.

2.4. Project governance

The governance structure and processes the team will adhere to for the project are described in the following sections:

2.4.1. Project communication

The following will be used to communicate during the project:

- **Communication plan:** This document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the Customer as part of project planning.
- **Status reports:** The Microsoft team will prepare and issue regular status reports to project stakeholders per the frequency defined in the communication plan.
- **Status meetings:** The Microsoft team will schedule regular status meetings to review the overall project status, the acceptance of deliverables, and review open problems and risks.

2.4.2. Risk and issue management

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

- **Identify:** Identify and document project issues (current problems) and risks (potential problems that could affect the project).
- **Analyze and prioritize:** Assess the potential impact and determine the highest priority risks and problems that will be actively managed.
- **Plan and schedule:** Determine the strategy for managing priority risks and issues and identify a resource who can take responsibility for mitigation and remediation.
- **Track and report:** Monitor and report the status of risks and problems.
- **Escalate:** Escalate to project sponsors the high impact problems and risks that the team is unable to resolve.
- **Control:** Review the effectiveness of risk and issue management actions.

Active issues and risks will be regularly monitored during the project.

2.4.3. Change management process

During the project, either party is able to request modifications to the services described in this SOW. These changes only take effect when the proposed change is agreed upon by both parties. The change management process steps are:

- **The change is documented:** All change requests will be documented by Microsoft in a Microsoft change request form and submitted to the Customer. The change request form includes:
 - A description of the change.
 - The estimated effect of implementing the change.
- **The change is submitted:** The change request form will be provided to the Customer.
- **The change is accepted or rejected:** The Customer has 3 business days to confirm the following to Microsoft:
 - Acceptance—the Customer must sign and return change request form.
 - Rejection—if the Customer does not want to proceed with the change or does not provide an approval within 3 business days, no changes will be performed.

During the project, either party can request, in writing, additions, deletions, or modifications to the services described in this SOW ("change"). Approved changes will be managed through amendments and

could lead to additional costs and schedule impacts. We shall have no obligation to commence work in connection with any change until the details of the change are agreed upon in an amendment signed by the authorized signatories from both parties.

Within three consecutive business days of receipt of the proposed amendment, you must either indicate acceptance of the proposed change by signing the amendment or advise us not to perform the change. If you advise us not to perform the change, we will proceed with the original agreed-upon services only. In the absence of your acceptance or rejection within the previously noted time frame, we will not perform the proposed change.

2.4.4. Escalation path

The Microsoft project manager will work closely with the Customer project manager, sponsor, and other designees to manage project issues, risks, and change requests as described previously. The Customer will provide reasonable access to the sponsor or sponsors in order to expedite resolution. The standard escalation path for review, approval, or dispute resolution is as follows:

- Project team member (Microsoft or the Customer)
- Project Manager (Microsoft and the Customer)
- Microsoft Delivery Manager
- Microsoft and the Customer project sponsor

2.5. Project completion

The fee arrangement related to each component described in this SOW is outlined in the table below. The completion language applicable for each fee arrangement is below the table.

Fee arrangement table

ID	Component name:	Fee arrangement
MAD-01	Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture	Time and Materials
REM-01	General Remediation Support	
EMT-01	Exchange Migration Between Tenants	
ODT-01	OneDrive Migration Between Tenants	
TMT-01	Microsoft Teams Migration Between Tenants	
SPA-01	SharePoint Content Assessment	Fixed fee
SPO-01	SharePoint Online Content Migration	

Time and Materials

Microsoft will provide Services defined in this SOW to the extent of the fees available and the period of performance specified in the Work Order. If additional Services are required, the Change management process will be followed and the contract modified. The component will be considered complete when at least one of the following conditions has been met:

- All fees available have been utilized for Services delivered and expenses incurred.
- The period of performance of the project has expired.
- All Microsoft activities and in-scope items have been completed.
- The Work Order has been terminated.

Fixed Fee

The component will be considered complete when at least one of the following conditions is met:

- All Microsoft deliverables that require acceptance have been delivered and accepted (or deemed accepted).
- The Work Order has been terminated.

3. Project organization

3.1. Project roles and responsibilities

The key project roles and the responsibilities are as follows.

Customer

Role	Component ID(s)	Responsibilities
Project sponsor	All	<ul style="list-style-type: none">• Estimated project commitment: part-time• Make key project decisions.• Serve as a point of escalation to support clearing project roadblocks.
Project manager	All	<ul style="list-style-type: none">• Estimated project commitment: part-time• Serve as primary point of contact for the Microsoft team.• Manage the overall project.• Deliver the project on schedule.• Take responsibility for Customer resource allocation, risk management, and project priorities.• Communicate with executive stakeholders.
Migration architect	All	<ul style="list-style-type: none">• Communicate requirements for the migration, and coordinate with the project sponsor.• Participate in the planning workshop and work with the project sponsor to make decisions necessary for completion of the migration plan.

Role	Component ID(s)	Responsibilities
Operations lead	All	<ul style="list-style-type: none"> Provide daily support that is related to ongoing system management and recovery. Take responsibility for creating policies and operational models for the new architecture. Create operational guides for the new environment.
Service desk lead	All	<ul style="list-style-type: none"> Take responsibility for problem resolution and first-level incident management when the system is in production.
Microsoft 365 tenant global administrator	MAD-01	<ul style="list-style-type: none"> Work with Microsoft to run discovery scripts. Participate in required interviews and answers questions related to service usage and configuration, and coordinate with other Customer resources to answer those questions. Participate in the migration planning workshop.
On-premises Office Server administrator	MAD-01	<ul style="list-style-type: none"> Work with Microsoft to run discovery scripts. Participate in any required interviews and answers questions related to service usage and configuration, and coordinate with any other Customer resources to answer those questions. Participate in the migration planning workshop.
Active Directory administrator	MAD-01, EMT-01, AAD-01	<ul style="list-style-type: none"> Work with Microsoft to run discovery scripts. Participate in any required interviews, answer questions related to Active Directory usage and configuration, and coordinate with any other Customer resources to answer those questions. Participate in planning workshops. Take responsibility for the on-premises AD DS forest (or forests). Take responsibility for the implementation of interforest synchronization that supports the solution if Microsoft is not contracted separately to complete this work. Responsible for any global address list (GAL) synchronization required between environments. Participate in validation testing. Assist with user mapping between the source and the target.
Azure Active Directory administrator	MAD-01, EMT-01, SPO-01	<ul style="list-style-type: none"> Work with Microsoft to run discovery scripts. Participate in any required interviews, answer questions related to Azure Active Directory usage and configuration, and coordinate with other Customer resources to answer those questions.

Role	Component ID(s)	Responsibilities
		<ul style="list-style-type: none"> Participate in the planning workshops. Take responsibility for Azure Active Directory integration solutions in the source and target environments. Participate in validation testing. Assist with user mapping between the source and target. Register required applications with Azure Active Directory.
Intune administrator	MAD-01	<ul style="list-style-type: none"> Work with Microsoft to run discovery scripts. Participate in any required interviews, answer questions related to Intune usage and configuration, and coordinate with other Customer resources to answer questions. Participate in the migration planning workshop.
Devices lead	EMT-01, ODT-01, SPO-01	<ul style="list-style-type: none"> Take responsibility for managed desktop images, client software distribution, and management tools. Provide information regarding mobile device usage and associated mobile device management solutions. Participate in the workshop. Participate in validation testing. Coordinate the update to Outlook profiles and mobile devices in conjunction with the mailbox migration schedule. Coordinate client updates that are required to be made in conjunction with the OneDrive migration schedule.
Messaging lead	EMT-01, ODT-01	<ul style="list-style-type: none"> Take responsibility for the Exchange messaging infrastructure in the source and target tenants, including any associated on-premises or cloud-based systems. Participate in workshop discussions and take responsibility for remediation and preparation activities related to messaging. Participate in validation testing. Coordinate any production change requests associated with the project. Assist with any Tier-3 support problems.
Microsoft Teams lead	TMT-01	<ul style="list-style-type: none"> Take responsibility for the Teams environment in the source and target tenants. Participate in workshop discussions and take responsibility for remediation and preparation activities related to Microsoft Teams. Participate in validation testing. Coordinate any production change requests associated with the project.

Role	Component ID(s)	Responsibilities
		<ul style="list-style-type: none"> Assist with any Tier 3 support problems.
Network lead	EMT-01,	<ul style="list-style-type: none"> Provide information regarding the network architecture, including available bandwidth at all sites affected by coexistence or migration. Responsible for design and configuration of any on-premises networking equipment required to support the solution. Monitor network performance during migration to identify any bottlenecks associated with Outlook profile rebuilds and recaching of mailbox data.
SharePoint lead	SPA-01	<ul style="list-style-type: none"> Run the assessment tool. Identify and include appropriate stakeholder representatives as needed. Participate in the workshops. Determine a remediation strategy that is based on the findings document and remediation and rationalization guidance. Provide additional information and answer questions regarding FTC applications within the SharePoint farm.
SharePoint migration security lead	SPO-01	<ul style="list-style-type: none"> Estimated project commitment: part-time Participates in workshop discussions and drives activities that address client configuration for online service consumption. Assists the Microsoft team in implementing the security-related enablement activities.
Scheduling lead	EMT-01, ODT-01, TMT-01	<ul style="list-style-type: none"> Take responsibility for the user migration schedule.
User communications lead	All	<ul style="list-style-type: none"> Draft and send user communications related to user actions and experience upon migration to a new tenant. Participate in the workshop. Work with the Microsoft consultant to verify the technical accuracy of user communications.
Help desk lead	All	<ul style="list-style-type: none"> Take responsibility for help desk preparedness ahead of the migration. Oversee the help desk during and after migration and assist with escalation of Tier-3 problems to the project team, as necessary.

Microsoft

Role	Component ID(s)	Responsibilities
Microsoft delivery management executive	All	<ul style="list-style-type: none"> • Serve as the point of escalation to support clearing engagement roadblocks. • Participates in the executive steering committee. • Serves as a final arbiter of engagement issues. • Approves significant change requests.
Microsoft project manager	All	<ul style="list-style-type: none"> • Serves as the primary point of contact and takes accountability for service delivery. • Manage and coordinate the overall Microsoft project delivery. • Serves as the point of contact for contract extensions, personnel matters, and billing. • Responsible for capturing and managing success expectations. • Take responsibility for issue and risk management, change management, project priorities, status communications, and status meetings. • Coordinate Microsoft resources but not Customer resources.
Microsoft architect	All	<ul style="list-style-type: none"> • Review discovered information and conduct analysis. • Lead the migration planning workshops. • Take responsibility for final document deliverables. • Design the overall solution. • Provide guidance based on Microsoft-recommended practices. • Provide design recommendations based on Customer-provided requirements.
	SPA-01	<ul style="list-style-type: none"> • Work with the Customer during engagement initiation to support tooling installation troubleshooting and report generation questions prior to the consultant onboarding. • Work with the Microsoft consultant and the Customer to determine a future migration strategy based on analysis.
Microsoft consultant (or consultants)	All	<ul style="list-style-type: none"> • Work with the Customer to run discovery scripts. • Conduct interviews to complete discovery. • Reviews discovered information with the Microsoft architect and conducts analysis. • Participate in the migration planning workshop and contribute to the creation of document deliverables.

Role	Component ID(s)	Responsibilities
		<ul style="list-style-type: none"> Lead workshops and produce project deliverables. Provide technical assistance during the completion of Customer preparation tasks. Act as primary technical subject matter expert from Microsoft during the project. Complete in-scope implementation and migration activities.
	SPA-01	<ul style="list-style-type: none"> Analyze information from the discovery reports and create the findings document and remediation and rationalization guide.
Offshore migration team	EMT-01, ODT-01, SPO-01, TMT-01	<ul style="list-style-type: none"> Manage migration jobs and conduct cutover migrations according to the Customer-provided schedule. Provide regular migration status.
Migration consultants	ODT-01, SPO-01, EMT-01, TMT-01	<ul style="list-style-type: none"> Conduct migration readiness and participate in the planning workshops. Implement migration setup activities. Assist in planning the migration, creating job design patterns, and triaging content remediation. Take responsibility for running the migration environment. Migration consultants will be onshore and offshore resources.

4. Customer responsibilities and project assumptions

4.1. Customer responsibilities

In addition to the Customer activities defined in the Approach section, the Customer is also required to:

- Provide information.
 - This includes accurate, timely (within 3 business days or as mutually agreed-upon), and complete information.
- Provide access to people and resources.
 - This includes access to knowledgeable Customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver project scope.
- Provide access to systems.
 - This includes access to all necessary Customer work locations, networks, systems, and applications (remote and onsite).
- Provide a work environment.
 - This consists of suitable workspaces, including desks, chairs, and Internet access.

- Manage non-Microsoft resources.
 - The Customer will assume responsibility for the management of all Customer personnel and vendors who are not managed by Microsoft.
- Manage external dependencies.
 - The Customer will facilitate any interactions with related projects or programs in order to manage external project dependencies.

4.2. Project assumptions

The project scope, Services, fees, timeline, and our detailed solution are based on the information provided by the Customer to date. During the project, the information and assumptions in this SOW will be validated, and if a material difference is present, this could result in Microsoft initiating a change request to cover additional work or extend the project duration. In addition, the following assumptions have been made:

- Workday:

The standard workday for the Microsoft project team is between 8 AM and 5 PM, Monday through Friday. India Global Delivery (IGD) resources are involved on the project considering India Standard Time (IST) workdays. For US consultants, architects or project managers, local time where teams are working

- Remote working:
 - The Microsoft project team may perform Services remotely.
 - If the Microsoft project team is required to be present at the Customer location on a weekly basis, resources will typically be on site for 3 nights and 4 days, arriving on a Monday and leaving on a Thursday.
- Language:
 - All project communications and documentation will be in English. Local language support and translations will be provided by the Customer.
- Staffing:
 - If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and project roles.
- Informal knowledge transfer:
 - Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the project. No formal training materials will be developed or delivered as part of this informal knowledge transfer.

5. Appendix: Service Descriptions

5.1. SharePoint Online content migration units

Migration unit	Definition
Site Migration Content Volume (GB)	The total amount of SharePoint content to be migrated in gigabytes (GB).

Migration unit	Definition
SharePoint Online Document Only Content Volume	The total amount of document-only content to be migrated in gigabytes (GB).
Source Environments	The source SharePoint farm editions, tenants, or regions where the content originates
Monthly Service and Support	<ul style="list-style-type: none"> • Engineering migration setup • Migration and engineering support until migration is complete • Updates will be made to the SharePoint Online Migration Service when feature or processing logic—that functioned during enablement testing—has ceased to function or no longer functions as baselined in the current production release. • For support, the following will apply: <ul style="list-style-type: none"> A maximum of 8 hours of daily support Monday through Friday excluding US holidays. Up to 40 hours support a week

Amendment: Microsoft Enterprise Services Work Order

Enterprise Services Work Order	T000211-316489-383360
Amendment number	1

This amends the Enterprise Services Work Order noted above, between **Cook County Government (Bureau of Technology)** and **Microsoft Corporation** and is effective as of the date that Microsoft signs this Amendment.

1. Amendment

Section, 1.2. Support Services Fees of the Enterprise Services Work Order is hereby amended. As a result of this Amendment, the Agreement is hereby increased by the amount of **\$ 2,201,680.00**, so that the total cost under the agreement **is \$ 6,496,449.00**.

Country: United States	Due Date	Price (USD\$)
Period July 2022 to June 2023 - Q4	5-15-2023	344,030.00
Period July 2023 to June 2024 – Q1	7-14-2023	722,410.00
Period July 2023 to June 2024 – Q2	10-23-2023	1,135,240.00
	Total Due	\$ 2,201,680.00

2. Effect of Amendment

Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
Cook County Government (Bureau of Technology)	Microsoft Corporation
Signature	Signature <i>Steve Honn</i>
Name of person signing (please print)	Name of person signing (please print) Steve Honn
Title of person signing (please print)	Title of person signing (please print) Director of Sales SLG
Signature date	Signature date (effective date) Apr 5, 2023

Microsoft Enterprise Services Work Order (Unified Support Services)
Exhibit : Consulting Services

(Microsoft Affiliate to complete)
Enterprise Services Work Order

T000211-316489-383360

MCS Exhibit on Unified Number

GVS1228-400206-500064

This Exhibit is made pursuant to the Microsoft Enterprise Services Work Order identified above (the "ESWO" or "Support Agreement"). The terms of the Support Agreement and exhibits and attachments thereto are hereby incorporated by reference herein and by accepting our performance of services under this Exhibit we agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in this Support Agreement.

Place of Performance/Project Point of Contact (Customer Satisfaction Contact)

Name of Customer	IL-Cook County Bureau of Technology	Project leader (This person is your point of contact for all service-related matters under this work order.)	
Street Address	69 West Washington Suite 2700	Contact E-mail Address	Tom Lynch tom.lynch@cookcountylil.gov
City	Chicago	State/Province	Phone
Country	USA	Postal Code	Fax
1. Term			
This Exhibit will commence on the effective date herein and will expire contemporaneously with the ESWO or the date we conclude the Services, whichever is later (the "Expiration Date").			

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

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) Cook County Government	Name Microsoft Corporation
Signature	Signature <i>Steve Honn</i>
Name of person signing (please print)	Name of person signing (please print) Steve Honn
Title of person signing (please print)	Title of person signing (please print) Director of Sales SLG
Signature date	Effective date Apr 5, 2023

- Services** The services we will perform for you in connection with your **M365 Divestiture Project** (the "project"), and, if applicable, the phases, service deliverables and acceptance criteria for the service deliverables are described in the Statement of Work, entitled "**Merger, Acquisition, Divestiture Migration for Modern Work**"), attached hereto as Exhibit A. Most of the services will be performed offsite at our facilities, or at the place of performance identified on the cover page, or at such other facility as you specify in writing. All off-site services will be coordinated with your project leader for the services.
- Fees:** The fees for the services that we will perform include a **Time and Materials** component and a **Fix Fee Component**:

Fee Structure	Fees
Time and Materials	\$ 783,830.00
Fixed Fee	\$ 1,417,850.00
Total Fees	\$ 2,201,680.00

Time and Materials Fees

You will pay the following hourly rates for the individuals assigned. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. The fees do not include fees for products. We will not invoice you for these consulting services. Rather, any of the following fees for consulting services performed and expenses incurred shall be decremented against pre-paid funding from ESWO **T000211-316489-383360** (Unified Support).

Fees Table				
MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Area Solution Architect	238	Hours	\$340	\$ 80,920.00
Senior Consultant	788	Hours	\$315	\$ 248,220.00
Senior Project Manager	1000	Hours	\$315	\$ 315,000.00
Microsoft Global Delivery ("GD")				\$ -
GD Off-Shore Consultant	684	Hours	\$85	\$ 58,140.00
GD On-Shore Consultant		Hours	\$230	\$ -
Total Estimated Hours	2710	Hours		\$ 702,280.00
Procure Material - Quest	5,020	Unit	\$14.00	\$ 70,280.00
Mailbox Migration Factory Service	5,020	Unit	\$1.00	\$ 5,020.00
Azure Subscription	6,250	Unit	\$1.00	\$ 6,250.00
Estimated Expenses				
Estimated Total				\$ 783,830.00

Fixed Fees

You will pay the fixed fee price as set forth below which includes labor and expenses. The fixed fee does not include fees for Products. We will not invoice you for these consulting services. Rather, any

of the following fees for consulting services performed and expenses incurred shall be decremented against pre-paid funding from ESWO T000211-316489-383360 (Unified Support) on a milestone basis according to the estimated milestone schedule listed below.

Service	Total Fees
SharePoint Content Migration Fixed Fee	\$ 1,417,850.00
TOTAL FEES	\$ 1,417,850.00

Milestone	Estimated Due Dates	Payment Amounts
SharePoint Content Assessment and Remediation Support (After executing Project Kick Off)	5/15/2023	\$ 61,550.00
SharePoint Content Assessment and Remediation Support Finalized	7/14/2023	\$ 92,600.00
SharePoint Online Content Migration Enablement Finalized	8/18/2023	\$ 278,200.00
SharePoint Online Site and Content Migration	10/23/2023	\$ 438,700.00
SharePoint Online Documents Only Migration (50% Completed)	11/20/2023	\$ 207,100.00
SharePoint Online Documents Only Migration Finalized	12/22/2023	\$ 207,100.00
Monthly Service and Support – M1 (Start of Enablement)	7/10/2023	\$ 22,100.00
Monthly Service and Support – M2	8/9/2023	\$ 22,100.00
Monthly Service and Support – M3	9/8/2023	\$ 22,100.00
Monthly Service and Support – M4	10/9/2023	\$ 22,100.00
Monthly Service and Support – M5	11/8/2023	\$ 22,100.00
Monthly Service and Support – M6	12/8/2023	\$ 22,100.00
Total		\$ 1,417,850.00

3. *Changes to the Consulting Commencement Date.*

Microsoft has committed professional staff to perform the consulting services described herein based on the dates set forth above. Given this commitment, Customer agrees to provide Microsoft no less than 10 business days' notice of any anticipated delay of the Consulting Commencement Date, regardless of cause. In the alternative, and at Microsoft's sole discretion, Microsoft may elect to re-assign Microsoft professional staff to other projects for Microsoft customers and re-staff Customer project when possible. If this occurs, Microsoft cannot guarantee when staff will again be available for Customer project.

4. *SharePoint Online Content Migration Service Termination.*

Either party may terminate this Work Order or the SharePoint Online Content Migration services portion of this WO, as applicable, if the other party is in material breach or default of any obligation that is not cured within 30 days' written notice of such breach. Customer may terminate this Work Order at any time for convenience by providing Microsoft with 30 days prior written notice.

5. *SharePoint Online Content Migration Effect of Termination.*

In case of termination for convenience, Customer will pay Microsoft any and all outstanding Fees, based on the billing schedule above, accrued up to the end of the calendar month of cancellation.

6. *Your responsibilities.* In addition to your responsibilities described in Section 1 above, ("Services"), you will provide us the following at no charge:

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

Notwithstanding the foregoing, Microsoft understands and agrees that State shall not be obligated to provide Microsoft any confidential information from another vendor.

7. *Cost or Pricing Data.* We will not, under any circumstances, accept work that would require the submission of confidential information relevant to the determination of price and data.

8. *You and we agree and acknowledge that Microsoft's performance of consulting services are in furtherance of the Unified Enterprise Services Work Order # T000211-316489-383360 and in full compliance with all applicable procurement rules, regulations and solicitations standards.*

ATTACHMENT B

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

<input type="checkbox"/>	OCPO ONLY:
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2003 - 8501 Amendment No. 1	Date:
Total Bid or Proposal Amount: \$2,201,680.00	Contract Title:
Contractor: Microsoft Corporation	Subcontractor/Supplier/ Subconsultant to be None added or substitute:
Authorized Contact for Contractor: Mark Ritchason	Authorized Contact for Subcontractor/Supplier/ None Subconsultant:
Email Address (Contractor): mark.ritchason@microsoft.com	Email Address (Subcontractor): None
Company Address (Contractor): One Microsoft Way	Company Address None (Subcontractor):
City, State and Zip (Contractor): Redmond, WA 98052	City, State and Zip None (Subcontractor):
Telephone and Fax (Contractor):	Telephone and Fax None (Subcontractor):
Estimated Start and Completion Dates January 6, 2021-January 5, 2026 (Contractor):	Estimated Start and Completion Dates None (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Microsoft Premier Unified Support Services	\$2,201,680.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Microsoft Corporation

Contractor

Steve Honn

Name

Director- Support Specialist

Title

Prime Contractor Signature



2/27/2023

Date



OFFICE OF CONTRACT COMPLIANCE

NICOLE MANDEVILLE

DIRECTOR

69 W. Washington St. – Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

March 7, 2023

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street – Suite 3000
Chicago, IL 60602

Re: Contract No: 2003-18501 (Amendment No. 1)
Microsoft Premier Unified Support Services
States Attorney Office

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Deputy Director, Compliance Officer

JC/smp

cc: Lorely Ortiz, OCPO
James Fitzpatrick, States Attorney Office



3/2/2023

Cook County, Office of the Chief Procurement Officer

RE: GOOD FAITH EFFORT TRANSPARENCY REPORT

While Microsoft makes a good faith effort to leverage the MEBs/WBEs in its Partner Network, due to the nature of some of its engagements (in this case, the Cook County State's Attorney's Office 365 Divesture engagement) coupled with the Microsoft IP that may be involved, there may be no Microsoft Partner MEBs/WBEs contacted or available/appropriate for this engagement. As it pertains to this engagement, none were contacted.

Microsoft has developed a standardized framework to aid customers during acquisitions and divestures around Office 365, including Mail, Teams, OneDrive and SharePoint. This framework is built on the Microsoft delivery methodology and has been refined over numerous delivered engagements. It is this framework that has been proposed for the Cook County State's Attorney's Office 365 Divesture engagement. Due to the nature of this framework, it is impossible to divide the scope of the contract to leverage MBEs/ WBEs. Any attempts to include MEBs/WBEs would only increase the complexity of delivery, extend the time needed for delivery and increase the overall cost of the engagement.

Sincerely,

Mark Ritchason

Account Director, Services | State, Local Government | Microsoft Corporation

Office: 331.214.6623 | Mobile: 309.261.1997 | mark.ritchason@microsoft.com

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Microsoft Corporation
Contract No./Title: 2003-18501 Amendment 1

A. BIDDER/PROPOSER HEREBY REQUESTS:

<input checked="" type="checkbox"/>	FULL MBE WAIVER	<input type="checkbox"/>	PARTIAL MBE WAIVER
<input checked="" type="checkbox"/>	FULL WBE WAIVER	<input type="checkbox"/>	PARTIAL WBE WAIVER
<input checked="" type="checkbox"/>	FULL DBE WAIVER	<input type="checkbox"/>	PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (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.
- (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.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
b. When the Bidder/Proposer contacted the PCE(s);
c. When the Bidder/Proposer formulated its bid and utilization plan; and
d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to:
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Steve Honn

Director- Support Services Feb 28, 2023

Signature and Title of Bidder/Proposer

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	FAX (A/C. No.): (800) 363-0105
	PHONE (A/C. No. Ext): (866) 283-7122	
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Microsoft Corporation Attn: Risk Management One Microsoft Way Redmond WA 98052-6399 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIU Insurance Company	19399
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570097970023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADD'L INSD	SUB'R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY				GL6938912	07/01/2022	07/01/2023	EACH OCCURRENCE	\$2,000,000			
		CLAIMS-MADE	<input checked="" type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000			
		OCCUR							MED EXP (Any one person)	\$10,000			
									PERSONAL & ADV INJURY	Excluded			
									GENERAL AGGREGATE	\$5,000,000			
									PRODUCTS - COMP/OP AGG	Excluded			
A	GEN'L AGGREGATE LIMIT APPLIES PER:												
	X	POLICY	<input type="checkbox"/>			PRO- JECT	<input type="checkbox"/>	LOC					
		OTHER:											
A	AUTOMOBILE LIABILITY					AL 2867394	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	X	ANY AUTO				AOS	07/01/2022	07/01/2023					
		OWNED AUTOS ONLY				AL 7742333			BODILY INJURY (Per person)				
		Hired AUTOS ONLY				VA			BODILY INJURY (Per accident)				
									PROPERTY DAMAGE (Per accident)				
A	UMBRELLA LIAB		OCCUR						EACH OCCURRENCE				
	EXCESS LIAB		CLAIMS-MADE						AGGREGATE				
	DED		RETENTION										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC016393273	07/01/2022	07/01/2023	X PER STATUTE	OTH-ER			
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					AOS	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	\$2,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below					SIR applies per policy terms & conditions			E.L. DISEASE-EA EMPLOYEE	\$2,000,000			
						WC016393271			E.L. DISEASE-POLICY LIMIT	\$2,000,000			
						CA							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance only, this certificate may not be altered in any way.

Cook County is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

Cook County
118 N. Clark St., Room 1018
Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Am Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570097970023



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED Microsoft Corporation
POLICY NUMBER See Certificate Number: 570097970023	
CARRIER See Certificate Number: 570097970023	NAIC CODE EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyl.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

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 APPLICANT HEREBY CERTIFIES THAT: It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: No:

b) If yes, list business addresses within Cook County:

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

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

N/A

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

NONE

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 Applicant 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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" **"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. A Person 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: _____ FEIN # Only: 91-1144442

Street Address: One Microsoft Way

City: Redmond State: WA Zip Code: 98052

Phone No.: (331) 214-6623 Fax Number: _____ Email: mark.ritchason@microsoft.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

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 Person 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
None		

2. If the interest of any Person 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
None		

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
None			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached			

Declaration (check the applicable box):

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

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

List of Microsoft Corporation Board Members

Name	Title	Address
John W. Thompson	Board Chair	One Microsoft Way, Redmond, WA 98052
Reid Hoffman	Partner, Greylock Partners	One Microsoft Way, Redmond, WA 98052
Hugh Johnston	Vice Chairman and Chief Financial Officer, PepsiCo	One Microsoft Way, Redmond, WA 98052
Teri List-Stoll	Former Executive Vice President and Chief Financial Officer, Gap Inc.	One Microsoft Way, Redmond, WA 98052
Satya Nadella	Chief Executive Officer	One Microsoft Way, Redmond, WA 98052
Sandra E. Peterson	Operating Partner, Clayton, Dubilier & Rice	One Microsoft Way, Redmond, WA 98052
Penny Pritzker	Founder and Chairman, PSP Partners	One Microsoft Way, Redmond, WA 98052
Charles W. Scharf	CEO and President, Wells Fargo & Company	One Microsoft Way, Redmond, WA 98052
John W. Stanton	Chairman, Trilogy Partnerships	One Microsoft Way, Redmond, WA 98052
Emma Walmsley	CEO, GlaxoSmithKline	One Microsoft Way, Redmond, WA 98052
Padmasree Warrior	Founder, CEO and President, Fable Group Inc.	One Microsoft Way, Redmond, WA 98052

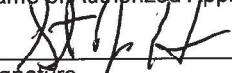
List of Microsoft Corporation Senior Leader/ Executives

Name	Title	Address
Satya Nadella	Chief Executive Officer	One Microsoft Way, Redmond, WA 98052
Judson Althoff	Executive Vice President, WCB	One Microsoft Way, Redmond, WA 98052
Chris Capossela	Chief Marketing Officer and Executive Vice President, Marketing and Consumer Business	One Microsoft Way, Redmond, WA 98052
Jean-Philippe Courtois	Executive Vice President and President, Microsoft Global Sales, Marketing and Operations	One Microsoft Way, Redmond, WA 98052
Kurt DelBene	Executive Vice President, Corporate Strategy, Core Services Engineering and Operations	One Microsoft Way, Redmond, WA 98052
Scott Guthrie	Executive Vice President, Microsoft Cloud + AI Group	One Microsoft Way, Redmond, WA 98052
Kathleen Hogan	Executive Vice President, Human Resources	One Microsoft Way, Redmond, WA 98052
Amy Hood	Executive Vice President and Chief Financial Officer	One Microsoft Way, Redmond, WA 98052
Rajesh Jha	Executive Vice President, Experiences and Devices	One Microsoft Way, Redmond, WA 98052
Takeshi Numoto	Commercial Chief Marketing Officer	One Microsoft Way, Redmond, WA 98052
Dave O'Hara	Corporate Vice President and Chief Financial Officer, Commercial Finance	One Microsoft Way, Redmond, WA 98052
Ryan Roslansky	CEO of LinkedIn	One Microsoft Way, Redmond, WA 98052
Kevin Scott	Chief Technology Officer and Executive Vice President, Technology & Research	One Microsoft Way, Redmond, WA 98052
Brad Smith	President	One Microsoft Way, Redmond, WA 98052
Phil Spencer	Executive Vice President, Gaming	One Microsoft Way, Redmond, WA 98052
Jason Zander	Executive Vice President, Microsoft Azure	One Microsoft Way, Redmond, WA 98052
Christopher Young	Executive Vice President, Business Development, Strategy and Ventures	One Microsoft Way, Redmond, WA 98052

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Steve Honn

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



Signature

shonn@microsoft.com

E-mail address

Director- Support Specialist

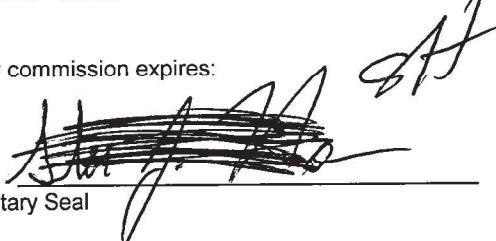
Title

Date

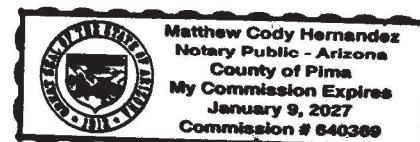
206-313-0719

Phone Number

My commission expires:




Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

<input type="checkbox"/> Parent	<input type="checkbox"/> Grandparent	<input type="checkbox"/> Stepfather
<input type="checkbox"/> Child	<input type="checkbox"/> Grandchild	<input type="checkbox"/> Stepmother
<input type="checkbox"/> Brother	<input type="checkbox"/> Father-in-law	<input type="checkbox"/> Stepson
<input type="checkbox"/> Sister	<input type="checkbox"/> Mother-in-law	<input type="checkbox"/> Stepdaughter
<input type="checkbox"/> Aunt	<input type="checkbox"/> Son-in-law	<input type="checkbox"/> Stepbrother
<input type="checkbox"/> Uncle	<input type="checkbox"/> Daughter-in-law	<input type="checkbox"/> Stepsister
<input type="checkbox"/> Niece	<input type="checkbox"/> Brother-in-law	<input type="checkbox"/> Halfbrother
<input type="checkbox"/> Nephew	<input type="checkbox"/> Sister-in-law	<input type="checkbox"/> Halfsister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Microsoft Corporation

Address of Person Doing Business with the County: One Microsoft Way Redmond, WA 98052

Phone number of Person Doing Business with the County: (313) 214-6623

Email address of Person Doing Business with the County: mark.ritchieon@microsoft.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Steve Honn shonn@microsoft.com Director- Support Specialist

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2003-18501

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 6,496,449.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lorely Ortiz, Senior Contract Negotiator 312-603-3951; lorely.ortiz@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

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

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

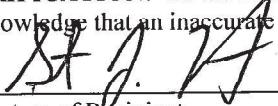
Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

2/27/2023
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyl.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2003 - 18501 Amendment No. 1

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Microsoft Corporation

Substantial Owner Complete Name: NONE

FEIN#: 91-1144442

Date of Birth: N/A E-mail address: shonn@microsoft.com

Street Address: One Microsoft Way

City: Redmond State: WA Zip: 98052

Home Phone: () _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

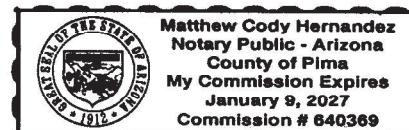
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: ST. J. HonnDate: 2/27/2023Name of Person signing (Print): Steve HonnTitle: Director- Support SpecialistSubscribed and sworn to before me this 27 day of February, 2023x Matthew Cody Hernandez

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Microsoft Corporation

Corporation's Name

Steve Henn



President's Printed Name and Signature

shonn@microsoft.com

Email

2/27/2023

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

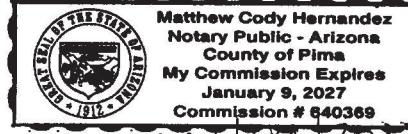
Date

Telephone and Email

Subscribed and sworn to before me this
27 day of Feb, 2023



Notary Public Signature

My commission expires: 01/09/2027

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

MICROSOFT CORPORATION

Assistant Secretary's Certificate

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

1. At the date of this Certificate, Steve Honn is an approved and acting Director Support Specialists of U.S. State and Local Government Services Contracts for the Corporation; and
2. In such capacity, Mr. Honn is authorized to execute U.S. State and Local Government / Education Services contracts, consulting agreements, product support services agreements and any offers, proposals or certifications related to such contracts on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 6th Day of May 2021.



A handwritten signature in blue ink.

Benjamin O. Orndorff
Assistant Secretary

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and that he stated under oath that he is a duly elected and acting Assistant Secretary of Microsoft Corporation, that he has the authority to execute this instrument, and that his execution of this instrument is his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6th Day of May 2021



A handwritten signature in blue ink.

BRADLEY J NITTA - NOTARY PUBLIC
My Commission expires: February 26, 2024

2003-18501 Amendment No. 1 Final

Final Audit Report

2023-04-05

Created:	2023-04-05
By:	Mary Banks Young (Mary.Banks@microsoft.com)
Status:	Signed
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"2003-18501 Amendment No. 1 Final" History

-  Document created by Mary Banks Young (Mary.Banks@microsoft.com)
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