

CONTRACT FOR SERVICE

DOCUMENT NO. 2003-18501

PURCHASE ORDER NO. 70000171956

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



MICROSOFT PREMIER UNIFIED SUPPORT SERVICES

FOR

COOK COUNTY BUREAU OF TECHNOLOGY

WITH: MICROSOFT CORPORATION

BOARD OF COMMISSIONERS

COUNTY OF COOK

TONI PRECKWINKLE, PRESIDENT

CONTRACT FOR SERVICE

PART I

AGREEMENT

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

WHEREAS, the County is responsible for procuring services for the Bureau of Technology, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Microsoft Unified Support Services;

WHEREAS, the Contractor is able and willing to provide such Microsoft Unified Support Services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A-1"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from **January 6, 2021** through **January 5, 2026**.

III. PAYMENT

In no case shall such charges exceed the amount of **\$4,294,769.00**. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

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

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A-1 - STATE AND LOCAL GOVERNMENT MICROSOFT UNIFIED SUPPORT SERVICES DESCRIPTION
2. EXHIBIT B - BOARD APPROVAL LETTER
3. EXHIBIT C- IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
4. EXHIBIT D - MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
5. EXHIBIT E - EVIDENCE OF INSURANCE
6. EXHIBIT F - ECONOMIC DISCLOSURE STATEMENT ("EDS")

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

PART II - General Terms and Conditions

1. **Definitions.**

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

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

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

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

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

“**Pre-Existing Work**” means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services; “product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party;

“**Service Deliverables**” or “**Deliverables**” means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services; “services” means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this Contract;

“**Using Agency**” has the same meaning as the term “Using Agency” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

2. **Subcontracting or Assignment of Contract or Contract Funds.**

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

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

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

3. Personnel.

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

4. Insurance Requirements of the Contractor

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability limits not less than the following amounts:

Each Occurrence:	\$1,000,000
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(e) **Professional Liability (Errors & Omissions)**

Insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this contract. This insurance shall remain in force for the life of the Contractor's obligations under this agreement and shall have a limit of liability of not less than \$2,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber Liability)**

The Contractor shall secure coverage for first and third-party claims with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, apart from Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) **Insurance Notices**

The Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

5. Payment.

All invoices submitted by Microsoft shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to Microsoft as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which

amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County voucher form or which otherwise fail to comply with the requirements of this paragraph. Microsoft shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Microsoft to the County.

Microsoft acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, Microsoft certifies that all itemized entries set forth in the invoices are true and correct. Microsoft acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to Microsoft, and reporting the matter to the Cook County Office of the Independent Inspector General.

When Microsoft receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, it must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided Microsoft with all of the documents and information required of it. Microsoft may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, Microsoft is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

6. **Prepaid Fees.**

[Intentionally Omitted]

7. **Taxes.**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

8. **Price Reduction.**

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

9. **Contractor Credits.**

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

10. **Disputes.**

Prior to any court action, any dispute arising under the Contract between the County and Microsoft shall be preliminarily decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to Microsoft and the Director of the Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

11. Default; County's Termination for Cause.

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to perform any obligation under the Contract;
2. Failure to begin performance under the Contract within the specified time;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in an unsatisfactory manner;
5. Refusal to perform services deemed to be defective or unsuitable; or
6. Any other material breach of any term or condition of the Contract.

In the event Microsoft shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Microsoft expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, or Microsoft does not cure a breach of any material or conditions of this Contract during the cure period, the County may, at its option, declare Microsoft to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording Microsoft further opportunity to cure such breach. Failure of County to give written notice of breach to Microsoft shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should Microsoft commit a subsequent breach of this Contract. Termination of this Contract by the County shall immediately terminate all statements of services and task orders incorporated herein. Upon termination, Microsoft shall immediately tender back to the County any County confidential information in its possession.

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

12. County's Remedies.

Following notice of material breach to Microsoft, the County reserves the right to withhold payments otherwise owed to Microsoft until such time as Microsoft has cured the breach. If Microsoft fails to remedy a material breach during the thirty (30) day cure period pursuant to Section 11., Default, or if Microsoft commits a subsequent material breach within a twelve-month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County

shall have the right to terminate this Contract upon written notice to Microsoft which shall set forth the effective date of such termination. In addition, the County shall have the right to pursue all remedies in law or equity.

13. Microsoft's Remedies.

If the County has been notified of breach and fails to remedy the breach during the thirty (30) day cure period pursuant to Section 11., Default, except that for defaults of the County involving non-payment of invoices where the County's cure period is sixty (60) days pursuant to Section 11., Default, Microsoft shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination. Microsoft shall have the right to pursue all remedies available in law or equity. In all cases Microsoft's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Microsoft. In no event shall Microsoft be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Microsoft shall not disrupt the County's operations or repossess any component thereof.

14. Limitations of liability.

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

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

b. No liability for certain damages. To the maximum extent permitted by applicable law, neither party nor their affiliates, suppliers or contractors will be liable for any indirect damages (including without limitation, consequential, special, or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information), arising in connection with this contract, any statement of services, services, service deliverables, fixes, products, or any other materials or information, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or redistribution of the other party's intellectual property rights.

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

15. Modifications and Amendments.

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

16. Defense of infringement and misappropriation claim.

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

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

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

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

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

17. Compliance with the Laws.

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

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

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan, if applicable, evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Unless full waiver of MBE/WBE requirements is granted, Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

19. Conduct of the Contractor.

Microsoft agrees to inform the County on a timely basis of all of Microsoft's interests, if any, which are or which Microsoft reasonably believes may be incompatible with any interest of the County. Microsoft shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither Microsoft nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Microsoft will have access to sensitive data, and subject to mutual agreement as to final format and language, Microsoft will take protective measures as follows:

- a. Protected Health Information. If Microsoft will have access to Personal Health Information in connection with the performance of the Services, as such is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and prior to access to such information, Microsoft will execute a Business Associate Agreement in a form Agreed upon by the parties.
- b. Criminal Justice Information. If Microsoft will have access to Criminal Justice Information in connection with the performance of the Services, as such is defined in FBI CJIS Security Policy and prior to access to such information, Microsoft will execute an addendum to this Agreement governing Microsoft's access to such Criminal Justice Information in a form agreed upon by the parties.
- c. Cardholder Data. If Microsoft will have access to Cardholder Data in connection with the performance of the Services, as such is defined in the Payment Card Industry's Data Security Standard and prior to access to such information, Microsoft will execute an addendum to this Agreement governing the Microsoft's access to such information in a form agreed upon by the parties.

20. Accident Reports.

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

21. Use of County Premises and Resources.

Microsoft shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees,

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

22. Termination for Convenience and Suspension of Contract.

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to Microsoft. Unless otherwise stated in the notice, the effective date of such termination shall be thirty (30) days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, Microsoft shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, Microsoft shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Microsoft shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. Termination of this Contract by the County shall immediately terminate all statements of services and task orders incorporated herein. Upon termination of this Contract, Microsoft shall immediately tender back to the County any County confidential information in its possession.

23. General Notice.

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

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number 2003-18501 in all notices)

CHIEF INFORMATION OFFICER
69 W. Washington, Suite 2700
Chicago, Illinois 60602

TO MICROSOFT:

At address provided below, or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

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

24. Representations and Warranties.

a. Microsoft's Representations.

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

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

b. Microsoft's Warranties.

1. The Consultant warrants that the Services shall be performed with professional care and skill in accordance with mutually agreed specifications.

2. The Consultant warrants and represents that it has full authority under applicable law to execute and deliver this Contract and to perform all of the obligations under this Contract.

3. The Consultant represents that it shall perform the Services in a safe and diligent manner.

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

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

d. No other warranties.

To the extent permitted by applicable law, we disclaim and exclude all representations, warranties, and conditions whether express, implied or statutory other than those identified expressly in this contract (including any statement of services that incorporates these terms), including but not limited to warranties or conditions of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose, with respect to the products, fixes, service deliverables, related materials and services. We will not be liable for any service(s) or product(s) provided by third party vendors, developers or consultants identified or referred to you by us unless such third party products or services are provided under our written contract between you and us, and then only to the extent expressly provided in this contract.

25. Confidentiality.

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

a. Confidential information.

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

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

b. Use of confidential information.

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

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

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

c. Cooperation in the event of disclosure.

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

d. Knowledge base.

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

26. Ownership and license of service deliverables.

a. Products and fixes.

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

b. Pre-existing work.

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

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

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

c. Developments.

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

d. Affiliates rights and sublicensing to affiliates.

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

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

e. Open source license restrictions.

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

f. Reservation of Rights.

All rights not expressly granted in this section are reserved.

27. **Restrictions on use.**

You may not:

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

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

28. **Supportability.**

We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

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

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

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

Provided that any examination is pursuant to a request for records to be sent to the County Auditor and not on site, Microsoft agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine, audit, excerpt, copy or transcribe non-proprietary information directly related to the contract, which includes but is not limited to, time-sheets, invoices, receipts, travel & expense information, status reports, service deliverables and any books or documents to evidence Microsoft's compliance and performance of services for the County under this Contract. The Contractor agrees upon providing documentation in response to an audit request to indicate if documentation is of a confidential nature and should be treated as such by the Cook County Auditor or any of its duly authorized representatives. Contractor will provide documentation to support compliance with the terms of this Agreement, provided that Contractor will not provide any cost or pricing data to support cost savings associated with this Agreement.

Microsoft further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine, audit, excerpt, copy or transcribe non-proprietary information directly related to the contract, which includes but is not limited to, time-sheets, invoices, receipts, travel & expense information, status reports, service deliverables and any books or documents to evidence Subcontractor's compliance and performance of services under Microsoft for the County.

In the event Microsoft receives payment under the Contract, reimbursement for which is later

disallowed by the County Microsoft shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to Microsoft under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Microsoft shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Contract, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Microsoft carries out any of its duties under the Contract through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Microsoft will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Contract; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

30. Governing Law.

This Contract shall be governed by and construed under the laws of the State of Illinois. Microsoft agrees that any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or relate to the contract, shall be litigated in the United States District Court, Northern District of Illinois, Eastern Division. Microsoft consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract. Both Microsoft and County agree that, if litigation is initiated by either party to this Contract, both parties shall waive their right to a trial by jury.”

31. Waiver.

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

32. Force Majeure or Unavoidable Delays.

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

33. Independent Contractor Status; No Third Party Beneficiaries.

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

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

34. Cooperation with Inspector General.

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

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

35. Non-Appropriation.

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

36. Severability.

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

37. Survival.

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

39. Counterparts.

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

40. Non-exclusivity.

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

41. Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

42. Specific Customer Delays

In the event that Consultant encounters delays in delivery caused by Customer, which delay is material in nature and objectively results in additional costs to Consultant, the Parties agree that this issue will be resolved through discussions between management to equitably resolve the matter, up to including the making of an equitable adjustment to fees..

43. Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) If during the course of this engagement Consultant becomes aware of a conflict that could affect Consultant's delivery on this engagement, it must immediately stop work on the assignment causing the conflict and notify the County to work on a remedy.
- iv) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- v) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

44. Entire Contract.

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

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT A-1
STATE AND LOCAL GOVERNMENT MICROSOFT UNIFIED SUPPORT SERVICES
DESCRIPTION

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

T000211-316489-383360

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Cook County Contract to which it is attached (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) Cook County Government (Bureau of Technology)	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Title of person signing (please print)	Title of person signing (please print)
Signature date	Signature date (effective date)
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

Customer invoice information		
Name of Customer		Contact Name (Receives invoices under this Work Order)
Street Address		Contact E-Mail Address
City	State/Province	Phone
Country	Postal Code	Fax

1. Support Services and Fees

Term.

Microsoft Enterprise Support Services shall be effective and will commence on **1/7/2021** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire **sixty (60) months** following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.1. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

IL-Cook County BOT-Advanced Support-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment

1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

IL-Cook County BOT-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
12 ea	Onsite Visit	Onsite Support
463 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Custom Proactive Remote 5	Custom Proactive - Maintain

IL-Cook County Treasurer-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
1076 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Clerk-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
419 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Circuit Court-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
304 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Assessor-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
537 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Sheriff-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
9 ea	Onsite Visit	Onsite Support
385 ea	Proactive Credits	Proactive Credits

Included	Service Delivery Management Extended	Service Delivery Management
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IL-Cook County Development-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
572 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Chief Judge-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County State's Attorney-Advanced Support Add-on-Y1		1/7/2021 - 1/6/2022
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County BOT-Advanced Support-Y2		1/7/2022 - 1/6/2023
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

IL-Cook County BOT-Advanced Support Add-on-Y2		1/7/2022 - 1/6/2023
Quantity	Service	Service Type
12 ea	Onsite Visit	Onsite Support
463 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Custom Proactive Remote 5	Custom Proactive – Maintain

IL-Cook County Treasurer-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
1076 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Clerk-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
419 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Circuit Court-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
304 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Assessor–Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
537 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Sheriff-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
9 ea	Onsite Visit	Onsite Support
385 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Development-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
572 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Chief Judge-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
IL-Cook County State's Attorney-Advanced Support Add-on-Y2		1/7/2022 – 1/6/2023
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County BOT-Advanced Support-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services – Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management – Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment – Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast
IL-Cook County BOT-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
12 ea	Onsite Visit	Onsite Support
463 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Custom Proactive Remote 5	Custom Proactive – Maintain

IL-Cook County Treasurer-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
1076 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Clerk-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
419 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Circuit Court-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
304 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Assessor-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
537 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Sheriff-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
9 ea	Onsite Visit	Onsite Support
385 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Development-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
572 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Chief Judge-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County State's Attorney-Advanced Support Add-on-Y3		1/7/2023 – 1/6/2024
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support

Included	Service Delivery Management Extended	Service Delivery Management
----------	--------------------------------------	-----------------------------

IL-Cook County BOT-Advanced Support-Y4		1/7/2024 – 1/6/2025
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services – Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management – Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment – Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

IL-Cook County BOT-Advanced Support Add-on-Y4		1/7/2024 – 1/6/2025
Quantity	Service	Service Type
12 ea	Onsite Visit	Onsite Support
463 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Custom Proactive Remote 5	Custom Proactive - Maintain

IL-Cook County Treasurer-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
1076 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Clerk-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type

419 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
IL-Cook County-Circuit Court-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
304 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Assessor-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
537 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Sheriff-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
9 ea	Onsite Visit	Onsite Support
385 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Development-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
572 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Chief Judge-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County State's Attorney-Advanced Support Add-on-Y4		1/7/2024 - 1/6/2025
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County BOT-Advanced Support-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
2 ea	Advanced Built-in Proactive Services <ul style="list-style-type: none"> Advanced Built-in Proactive Services - Generic 	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
150 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

IL-Cook County BOT-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
12 ea	Onsite Visit	Onsite Support
463 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Custom Proactive Remote 5	Custom Proactive - Maintain

L-Cook County Treasurer-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
1076 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Clerk-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
419 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Circuit Court-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type

304 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Assessor-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
537 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Sheriff-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
9 ea	Onsite Visit	Onsite Support
385 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Development-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
572 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County Chief Judge-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
155 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

IL-Cook County State's Attorney-Advanced Support Add-on-Y5		1/7/2025 - 1/6/2026
Quantity	Service	Service Type
1 ea	Onsite Visit	Onsite Support
Included	Service Delivery Management Extended	Service Delivery Management

1.2. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Services Summary – Year 1- 1/7/2021 – 1/6/2022		USD
IL-Cook County Base-Advanced Support-Y1		513,151.00
IL-Cook County BOT-Advanced Support Add-on-Y1		77,840.00
IL-Cook County Treasurer-Advanced Support Add-on-Y1		140,100.00
IL-Cook County Clerk-Advanced Support Add-on-Y1		54,650.00
IL-Cook County Circuit Court-Advanced Support Add-on-Y1		39,650.00
IL-Cook County Assessor-Advanced Support Add-on-Y1		69,950.00
IL-Cook County Sheriff-Advanced Support Add-on-Y1		50,430.00
IL-Cook County Development-Advanced Support Add-on-Y1		74,450.00
IL-Cook County Chief Judge-Advanced Support Add-on-Y1		20,250.00
IL-Cook County State's Attorney-Advanced Support Add-on-Y1		0.00
Services Summary – Year 2 – 1/7/2022 – 1/6/2023		USD
IL-Cook County Base-Advanced Support-Y2		513,151.00
IL-Cook County BOT-Advanced Support Add-on-Y2		77,840.00
IL-Cook County Treasurer-Advanced Support Add-on-Y2		140,100.00
IL-Cook County Clerk-Advanced Support Add-on-Y2		54,650.00
IL-Cook County Circuit Court-Advanced Support Add-on-Y2		39,650.00
IL-Cook County Assessor--Advanced Support Add-on-Y2		69,950.00
IL-Cook County Sheriff-Advanced Support Add-on-Y2		50,430.00
IL-Cook County Development-Advanced Support Add-on-Y2		74,450.00
IL-Cook County Chief Judge-Advanced Support Add-on-Y2		20,250.00
IL-Cook County State's Attorney-Advanced Support Add-on-Y2		0.00
Services Summary – Year 3 - 1/7/2023 – 1/6/2024		USD
IL-Cook County Base-Advanced Support-Y3		513,151.00
IL-Cook County BOT-Advanced Support Add-on-Y3		77,840.00
IL-Cook County Treasurer-Advanced Support Add-on-Y3		140,100.00
IL-Cook County Clerk-Advanced Support Add-on-Y3		54,650.00
IL-Cook County Circuit Court-Advanced Support Add-on-Y3		39,650.00
IL-Cook County Assessor-Advanced Support Add-on-Y3		69,950.00
IL-Cook County Sheriff-Advanced Support Add-on-Y3		50,430.00
IL-Cook County Development-Advanced Support Add-on-Y3		74,450.00
IL-Cook County Chief Judge-Advanced Support Add-on-Y3		20,250.00
IL-Cook County State's Attorney-Advanced Support Add-on-Y3		0.00
Services Summary – Year 4 - 1/7/2024 – 1/6/2025		USD
IL-Cook County Base-Advanced Support-Y4		513,151.00
IL-Cook County BOT-Advanced Support Add-on-Y4		77,840.00
IL-Cook County Treasurer-Advanced Support Add-on-Y4		140,100.00
IL-Cook County Clerk-Advanced Support Add-on-Y4		54,650.00
IL-Cook County-Circuit Court-Advanced Support Add-on-Y4		39,650.00

IL-Cook County Assessor-Advanced Support Add-on-Y4		69,950.00
IL-Cook County Sheriff-Advanced Support Add-on-Y4		50,430.00
IL-Cook County Development-Advanced Support Add-on-Y4		74,450.00
IL-Cook County Chief Judge-Advanced Support Add-on-Y4		20,250.00
IL-Cook County State's Attorney-Advanced Support Add-on-Y4		0.00
Services Summary – Year 5 - 1/7/2025 – 1/6/2026		USD
IL-Cook County Base-Advanced Support-Y5		513,151.00
IL-Cook County BOT-Advanced Support Add-on-Y5		77,840.00
IL-Cook County Treasurer-Advanced Support Add-on-Y5		140,100.00
IL-Cook County Clerk-Advanced Support Add-on-Y5		54,650.00
IL-Cook County Circuit Court-Advanced Support Add-on-Y5		39,650.00
IL-Cook County Assessor-Advanced Support Add-on-Y5		69,950.00
IL-Cook County Sheriff-Advanced Support Add-on-Y5		45,483.00
IL-Cook County Development-Advanced Support Add-on-Y5		74,450.00
IL-Cook County Chief Judge-Advanced Support Add-on-Y5		20,250.00
IL-Cook County State's Attorney-Advanced Support Add-on-Y5		0.00
Subtotal		5,202,355.00
Software Assurance Benefits *		(667,989.00)
One Time Microsoft Business Investment**		(239,597.00)
Total Fees (excluding taxes)		4,294,769.00

Software Assurance Benefits

* Customer will transfer **483.00** Software Assurance PRS incidents to this support agreement as part of this support package.

Customer may elect to convert Customer Software Assurance 24x7 Problem Resolution Support Incidents ("24x7 SAB Incidents") to eligible components of Problem Resolution Support ("PRS"), Designated Support Engineering ("DSE") or Third Tier Support ("TTS") hours for use consistent with Customer's Unified support plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by Customer's service delivery manager. 24x7 SAB Incidents that Customer converts to PRS, DES or TTS hours may not exceed 50% of the Enterprise Support Services contract value at the time of conversion. If Customer converts 24x7 SAB Incidents to PRS, DSE or TTS hours, or if Customer purchases additional PRS, DSE, TTS, or Support Assistance, Customer may be required to purchase additional Support Delivery Management hours to facilitate delivery of PRS, DES or TTS. 24x7 SAB Incidents Customer converted to PRS, DSE or TTS hours are subject to this Enterprise Services Work Order. Software Assurance Benefits are only eligible for conversion prior to expiration of the agreement in which they are provided. Expired Software Assurance 24x7 PRS incidents cannot be used or reinstated. Software Assurance Benefits are subject to the terms of the Enterprise Services Work Order and the Product Terms published on www.microsoft.com/licensing/contracts, or successor site, as updated from time to time, including, but not limited to, Appendix B of the Product Terms. Further details are also available at www.microsoft.com/licensing/licensing-programs/software-assurance-by-benefits, such as

changes to the Problem Resolution Support benefit expected to begin in February 2022 that will affect support eligibility criteria and support allocations, which may result in adjustments to equivalent incident value.

Business Investment Funds

** The services described above constitute “gratuitous” services for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. It is our intent that our performance of such services be in compliance with applicable laws and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverables provided under this Work Order are for the sole benefit and use of the *Customer*, directly or indirectly, and are not provided to or for the benefit of any government employee or individual.

Microsoft Unified Support – Rate Table

The Microsoft Support Services fees described above are based on our tiered rate structure along with the total amount paid *or payable* to Microsoft each year for Customer’s validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order to calculate Customer’s Microsoft Support Services fees for the 2021-2026 Support Term.

Prior to each anniversary, Microsoft will evaluate Customer’s total spend over the preceding annual period (“Actual Product Spend”). If Customer’s Actual Product Spend has increased by more than five percent (5%) over the current product spend (\$6,142,769.00), the Microsoft Support Services fees as described in the Service Summary table above, will increase for the subsequent year based on the tiered rate schedule described in the “Microsoft Unified Support – Rate Table” table below.

Microsoft Unified Support – Rate Table Advanced Package	Server	User	Cloud (Azure)
Year 2 (2022-23 Support Term) Rate %	9.7%	7.3%	10.0%
Year 3 (2023-24 Support Term) Rate %	9.7%	7.3%	10.0%
Year 4 (2024-25 Support Term) Rate %	9.7%	7.3%	10.0%
Year 5 (2025-26 Support Term) Rate %	9.7%	7.3%	10.0%

Billing Schedule Year 1	Billing Date	Fee USD
BOT: Base Portion + Proactive Credits +Visits (Less 12 SAB)	1/7/2021	110,263.00
Treasurer: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2021	153,105.00

County Clerk: Base Portion + Proactive Credits (Less 1 SAB)	1/7/2021	63,737.00
Circuit Court: Base Portion + Proactive Credits (Less 8 SAB)	1/7/2021	92,421.00
Assessor: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2021	83,105.00
Sheriff: Base Portion + Proactive Credits +Visits (Less 53 SAB)	1/7/2021	117,787.00
Development: Base Portion + Proactive Credits	1/7/2021	74,470.00
Chief Judge: Base Portion + Proactive Credits (Less 13 SAB)	1/7/2021	95,000.00
State's Attorney: Base Portion (Less 6 SAB)	1/7/2021	39,316.00
Total Fees (excluding taxes)		829,204.00
Billing Schedule Year 2	Billing Date	Fee USD
BOT: Base Portion + Proactive Credits +Visits (Less 12 SAB)	1/7/2022	112,258.00
Treasurer: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2022	155,811.00
County Clerk: Base Portion + Proactive Credits (Less 1 SAB)	1/7/2022	64,907.00
Circuit Court: Base Portion + Proactive Credits (Less 8 SAB)	1/7/2022	94,111.00
Assessor: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2022	84,573.00
Sheriff: Base Portion + Proactive Credits +Visits (Less 54 SAB)	1/7/2022	119,854.00
Development: Base Portion + Proactive Credits	1/7/2022	75,795.00
Chief Judge: Base Portion + Proactive Credits (Less 13 SAB)	1/7/2022	96,728.00
State's Attorney: Base Portion (Less 6 SAB)	1/7/2022	40,092.00
Total Fees (excluding taxes)		844,129.00
Billing Schedule Year 3	Billing Date	Fee USD
BOT: Base Portion + Proactive Credits +Visits (Less 12 SAB)	1/7/2023	114,232.00
Treasurer: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2023	158,550.00
County Clerk: Base Portion + Proactive Credits (Less 1 SAB)	1/7/2023	66,048.00
Circuit Court: Base Portion + Proactive Credits (Less 8 SAB)	1/7/2023	95,766.00
Assessor: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2023	86,060.00
Sheriff: Base Portion + Proactive Credits +Visits (Less 53 SAB)	1/7/2023	121,962.00
Development: Base Portion + Proactive Credits	1/7/2023	77,128.00
Chief Judge: Base Portion + Proactive Credits (Less 13 SAB)	1/7/2023	98,428.00
State's Attorney: Base Portion (Less 5 SAB)	1/7/2023	40,797.00
Total Fees (excluding taxes)		858,971.00
Billing Schedule Year 4	Billing Date	Fee USD
BOT: Base Portion + Proactive Credits +Visits (Less 12 SAB)	1/7/2024	116,206.00
Treasurer: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2024	161,290.00
County Clerk: Base Portion + Proactive Credits (Less 1 SAB)	1/7/2024	67,190.00
Circuit Court: Base Portion + Proactive Credits (Less 8 SAB)	1/7/2024	97,420.00
Assessor: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2024	87,547.00
Sheriff: Base Portion + Proactive Credits +Visits (Less 53 SAB)	1/7/2024	124,069.00

Development: Base Portion + Proactive Credits	1/7/2024	78,461.00
Chief Judge: Base Portion + Proactive Credits (Less 13 SAB)	1/7/2024	100,129.00
State's Attorney: Base Portion (Less 5 SAB)	1/7/2024	41,502.00
Total Fees (excluding taxes)		873,814.00
Billing Schedule Year 5	Billing Date	Fee USD
BOT: Base Portion + Proactive Credits +Visits (Less 12 SAB)	1/7/2025	118,179.00
Treasurer: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2025	164,029.00
County Clerk: Base Portion + Proactive Credits (Less 1 SAB)	1/7/2025	68,331.00
Circuit Court: Base Portion + Proactive Credits (Less 8 SAB)	1/7/2025	99,075.00
Assessor: Base Portion + Proactive Credits (Less 2 SAB)	1/7/2025	89,034.00
Sheriff: Base Portion + Proactive Credits +Visits (Less 53 SAB)	1/7/2025	126,177.00
Development: Base Portion + Proactive Credits	1/7/2025	79,789.00
Chief Judge: Base Portion + Proactive Credits (Less 13 SAB)	1/7/2025	101,830.00
State's Attorney: Base Portion (Less 5 SAB)	1/7/2025	42,207.00
Total Fees (excluding taxes)		888,651.00

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.3. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator:		
Street Address:		E-Mail Address:
City:	State:	Phone:
Country:	Postal Code:	Fax

1.5 Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name:

Jelani Cowan

Phone:

301-771-8739

E-Mail Address:

jecowan@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
COOK COUNTY GOVERNMENT-79325180-COOK COUNTY SHERIFF	Enterprise 6	7435651
COOK COUNTY GOVERNMENT	Enterprise 6	5318405
COOK COUNTY SHERIFFS OFFICE-46279937-CCSOGOV_CCSOGOV	Enterprise 6	8844731
COOK COUNTY	OPEN	03480725ZZL2202
COOK COUNTY GOVERNMENT	Enterprise 6	8489189
COOK COUNTY SHERIFF'S OFFICE	Enterprise 6	5625409
COOK COUNTY SHERIFFS OFFICE-5625409-CCSOGOV_CCSOGOV	Enterprise 6	4956978
COOK COUNTY GOVERNMENT-5318405-COOK COUNTY SHERIFF	Enterprise 6	5942792
COOK COUNTY TREASURER'S OFFICE	Select Plus	6218119
COOK COUNTY SHERIFF'S OFFICE	Enterprise 6	46279937
COOK COUNTY GOVERNMENT	Enterprise 6	79325180
COOK COUNTY	OPEN	02099169ZZL2102

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT B
BOARD APPROVAL LETTER



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Contract #2003-18501

Legislation Details (With Text)

File #: 20-4900 **Version:** 1 **Name:** Microsoft Corporation, Redmond, Washington
Type: Contract (Technology) **Status:** Approved
File created: 10/21/2020 **In control:** Technology and Innovation Committee
On agenda: 11/19/2020 **Final action:** 12/17/2020
Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Microsoft, Redmond, Washington

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Support services for Microsoft Office products and technologies

Contract Value: \$4,294,769.00

Contract period: 1/6/2021 - 1/5/2026

Potential Fiscal Year Budget Impact: FY 2021 \$858,953.80, FY 2022 \$858,953.80, FY 2023 \$858,953.80, FY 2024 \$858,953.80, FY 25 \$858,953.80

Accounts: (11320.1335.15050.540135)(11000.1040.15050.520840)(11306.1110.35165.531690)
(11100.1250.14245.540131)(11100.1217.15050.540136)(11854.1060.10155.520835)
(11000.1009.35005.540137)(11000.1009.33885.540137)

Contract Number(s): 2003-18501

Concurrence(s):

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: Microsoft Premier Unified Support Services allows for ongoing enhancements to Microsoft technology products. This allows for ongoing support of current County-held Microsoft licenses. This procurement is for services for the following offices: Offices Under the President (Bureau of Technology), Cook County Treasurer's Office, Cook County Clerk of the Circuit Court's Office, Cook County Assessor's Office, Cook County Sheriff's Office, Office of the Chief Judge, Cook County State's Attorney's Office, Cook County Clerk's Office.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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12/17/2020	1	Board of Commissioners	approve	Pass
12/16/2020	1	Technology and Innovation Committee	recommend for approval	Pass
11/19/2020	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Microsoft, Redmond, Washington

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Support services for Microsoft Office products and technologies

Contract Value: \$4,294,769.00

Contract period: 1/6/2021 - 1/5/2026

Potential Fiscal Year Budget Impact: FY 2021 \$858,953.80, FY 2022 \$858,953.80, FY 2023 \$858,953.80, FY 2024 \$858,953.80, FY 25 \$858,953.80

Accounts:

(11320.1335.15050.540135)(11000.1040.15050.520840)(11306.1110.35165.531690)(11100.1250.14245.540131)
(11100.1217.15050.540136)(11854.1060.10155.520835)(11000.1009.35005.540137)(11000.1009.33885.540137)

Contract Number(s): 2003-18501

Concurrence(s):

The contract-specific goal set on this contract was zero.

The Chief Procurement Officer concurs.

Summary: Microsoft Premier Unified Support Services allows for ongoing enhancements to Microsoft technology products. This allows for ongoing support of current County-held Microsoft licenses. This procurement is for services for the following offices: Offices Under the President (Bureau of Technology), Cook County Treasurer's Office, Cook County Clerk of the Circuit Court's Office, Cook County Assessor's Office, Cook County Sheriff's Office, Office of the Chief Judge, Cook County State's Attorney's Office, Cook County Clerk's Office.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT C
IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

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

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.: 2003-18501	Date: 11/3/2020
Total Bid or Proposal Amount: \$4,294,769.00	Contract Title: Microsoft Unified Support Services
Contractor: Microsoft Corporation	Subcontractor/Supplier/ Subconsultant to be NA added or substitute:
Authorized Contact for Contractor: Charles H. Brown	Authorized Contact for Subcontractor/Supplier/ NA Subconsultant:
Email Address (Contractor): Charlie.brown@microsoft.com	Email Address (Subcontractor): NA
Company Address (Contractor): One Microsoft Way	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Redmond, WA 98052	City, State and Zip (Subcontractor): NA
Telephone and Fax (Contractor): 727-698-1117	Telephone and Fax (Subcontractor): NA
Estimated Start and Completion Dates 1/6/2021 to 1/5/2026 (Contractor):	Estimated Start and Completion Dates NA (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 Unified Support Services	\$0.00

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

Charles H. Brown

Name

Director of U.S. SLGE Services Contracts

Title

DocuSigned by:

Charles H Brown

11/3/2020

Prime Contractor

3174789F577F4E9...

Date

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT D
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

November 5, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 2003-18501
Management and Business Professional and Administrative Services
Bureau of Technology

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract 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,

Edward H. Olivieri
Contract Compliance Director
EHO/ate

Cc: Yaneth Lopez, OCPO
Carlyn Augustave, BOT

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT E
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Microsoft Corporation Attn: Risk Management One Microsoft Way Redmond WA 98052-6399 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: AIU Insurance Company		19399
	INSURER C: American Home Assurance Co.		19380
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570085085539 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2867394 AOS CA 7742333 VA	07/01/2020 07/01/2020	07/01/2021 07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC045886675 AOS WC018177154 CA	07/01/2020 07/01/2020	07/01/2021 07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C							

Certificate No : 570085085539

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.

RE: Microsoft Premier Agreement #2021-2025.

County of Cook, Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy. Automobile 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. A

CERTIFICATE HOLDER**CANCELLATION**

County of Cook Cook County, Office of the Chief Procurement Officer 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





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Microsoft Corporation	
POLICY NUMBER See Certificate Number: 570085085539			
CARRIER See Certificate Number: 570085085539	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC045886674 FL	07/01/2020	07/01/2021		
D		N/A		WC018177155 MA ND OH WI WY	07/01/2020	07/01/2021		



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Microsoft Corporation	
POLICY NUMBER See Certificate Number: 570085085539			
CARRIER See Certificate Number: 570085085539	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

Additional Description of Operations / Locations / Vehicles:

Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Automobile Liability and workers' Compensation policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Microsoft Corporation Attn: Risk Management One Microsoft Way Redmond WA 98052-6399 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570085085537 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Misc Liab Cvg			015426011 Network Security & Privac SIR applies per policy terms & conditions	07/01/2020	07/01/2021	Limit of Liability	\$2,000,000

Certificate No : 570085085537

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Referenced policy is claims-made.
Evidence of coverage.
RE: Microsoft Premier Agreement #2021-2025.

CERTIFICATE HOLDER County of Cook Cook County, Office of the Chief Procurement Officer 118 N. Clark St., Room 1018 Chicago IL 60602 USA	CANCELLATION 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
---	---



CERTIFICATE OF SELF-INSURANCE

December 1, 2020

County of Cook
Cook County, Office of the Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, IL 60602

RE: Microsoft Premier Agreement #2021-2025

To Whom It May Concern:

Microsoft relies on its global risk financing program rather than purchase the insurance required in the above Agreement. Therefore, this letter is to guarantee those insurance obligations as respects to our service agreement. Further, Microsoft will comply with all terms and conditions in the Agreement in the same manner as if a standard General Liability, Excess Liability and Professional Liability/E&O policies was in with Microsoft place as the insured. The Microsoft Corporation extends protection afforded via this guarantee to County of Cook, Cook County, its officials, employees and agents as respects to the above referenced agreement.

This financial guarantee provides General Liability (Bodily Injury, Personal Injury, Property Damage, Premises and Operations, Products and Completed Operations, Contractual Liability) in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, Excess Liability in the amount of \$1,000,000 per occurrence, per aggregate and Professional Liability/E&O the amount of \$2,000,000. Should you have any questions or concerns, please contact certs@microsoft.com.

Yours truly,

A handwritten signature in black ink, appearing to read "B. Warren", with a long horizontal line extending to the right.

Brian Warren
Director – Risk Management

Contract No. 2003-18501
Microsoft Premier Unified Support Services

EXHIBIT F
ECONOMIC DISCLOSURE STATEMENT ("EDS")

**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 cookcountyil.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 subparagraphs (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:

PERMANENT INDEX NUMBER(S): None

(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 Mirosoft Corporation

D/B/A: _____ FEIN # Only: 91-1144442

Street Address: One Microsoft Way

City: Redmond State: WA Zip Code: 98052-6399

Phone No.: 813-281-3940 Fax Number: _____ Email: charlie.brown@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
NA		

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
NA			

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
See attached.			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Charles H. Brown

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

Charles H. Brown

Signature

charlie.brown@microsoft.com

E-mail address

Director of US SLG/E Services Contracts

Title

10/16/2020

Date

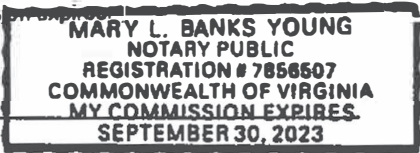
727-698-1117

Phone Number

Subscribed to and sworn before me
this 16th day of Oct, 2020

x *Mary L. Banks Young*
Notary Public Signature

My commission expires



Notary Seal

LIST OF MICROSOFT OFFICERS AND DIRECTOS

As of August 24, 2020

Name	Title
Officers	
Satya Nadella	Chief Executive Officer
Judson Althoff	Executive Vice President, Worldwide Commercial Business
Chris Capossela	Chief Marketing Officer and Executive Vice President, Marketing and Consumer Business
Jean-Philippe Courtois	Executive Vice President and President, Microsoft Global Sales, Marketing and Operations
Kurt DelBene	Executive Vice President, Corporate Strategy, Core Services Engineering and Operations
Scott Guthrie	Executive Vice President, Microsoft Cloud + AI Group
Kathleen Hogan	Executive Vice President, Human Resources
Amy Hood	Executive Vice President and Chief Financial Officer
Rajesh Jha	Executive Vice President, Experiences and Devices
Takeshi Numoto	Commercial Chief Marketing Officer
Dave O'Hara	Corporate Vice President and Chief Financial Officer, Commercial Finance
Ryan Roslansky	CEO of LinkedIn
Kevin Scott	Chief Technology Officer and Executive Vice President, Technology and Research
Brad Smith	President
Phil Spencer	Executive Vice President, Gaming
Jason Zander	Executive Vice President, Microsoft Azure
Board of Directors	
John W. Thompson	Board Chair
Reid Hoffman	Director
Hugh Johnston	Director
Teri List-Stoll	Director
Satya Nadella	Director and CEO
Sandra E. Peterson	Director
Penny Pritzker	Director
Charles W. Scharf	Director
Arne Sorenson	Director
John W. Stanton	Director
Emma Walmsley	Director
Padmasree Warrior	Director



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 Corporation, Redmond, WA 98052-6399

Phone number of Person Doing Business with the County: 813-281-3940

Email address of Person Doing Business with the County: Charlie.Brown@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:
Charles H. Brown, Director of U.S. SLG/E Services Contracts; 813-281-3940; charlie.brown@microsoft.com

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: \$ 4,294,794.00

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: Yaneth Lopez, yaneth.lopez@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: Serafin Chavez, IT Asset Manager, 312-603-2891, serafin.chavez@cookcountyil.gov

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

N/A

CONTRACT #: 2003-18501

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.

Charles H. Brown

10/16/2020

Signature of Recipient Charles H. Brown, Dir. of U.S. SLGE Services Contracts 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@cookcountyil.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

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Microsoft Corporaiton

Substantial Owner Complete Name: _____

FEIN# 91-1144442

Date of Birth: _____ E-mail address: charlie.brown@microsoft.com

Street Address: One Microsoft Way

City: Redmond State: WA Zip: 98052-6399

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:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or 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: NA

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or 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.

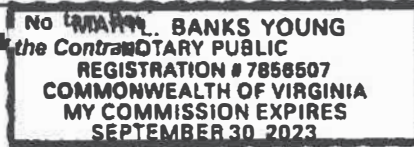
Signature: Charles H. Brown Date: 10/16/2020

Name of Person signing (Print): Charles H. Brown Title: D. of U.S. SLG/E Services Contracts

Subscribed and sworn to before me this 16th day of October, 2020

x Mary L. Banks Young
Notary Public Signature

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Charlie Brown

Corporation's Name

~~President's~~ Printed Name and Signature *

727-698-1117

charlie.brown@microsoft.com

Telephone

Charlie A Brown

Email

See Secretary's authorization attached.

10/16/2020

Secretary Signature

Date

* Signature and information provided are for the Microsoft Authorized Representative.

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

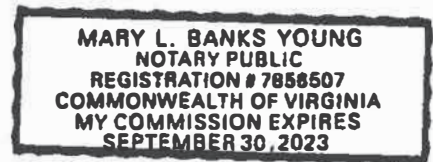
Subscribed and sworn to before me this

16th day of Oct, 2020

My commission expires:

Mary L. Banks Young
Notary Public Signature

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.

COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2021.01.08 16:31:42 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

APPROVED AS TO FORM:

Daniel H Brennan Jr

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

2003-18501

CONTRACT #

January 06, 2021 through January 05, 2026

ORIGINAL CONTRACT TERM

N/A

RENEWAL OPTIONS (If Applicable)

\$4,294,769.00

CONTRACT AMOUNT

December 17, 2020

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

DEC 17 2020

COM _____