

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 167
Significant

Contract # Admin will assign	13728C
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Dept./Division	Administration / Information Management	Vendor Name	Microsoft Corporation
Brief Addendum Title/Description	Microsoft Unified Support Renewal	Vendor MUNIS #	22622
		Addendum Term	9/1/2022-8/31/2022
		Amount (\$)	\$ 103,279.25

Department Contact Information		Vendor Contact Information	
Contact	Sam Olson	Contact	Carissa Botton
Phone #	608-283-2970	Phone #	701-492-3636
Email	Olson@countyofdane.com	Email	cabotton@microsoft.com
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input checked="" type="checkbox"/>	New PO / Req. Submitted Req#	Org: CPINFMGT	Obj: 57845	Proj:	\$ 103,279.25
	2159	Org:	Obj:	Proj:	

Budget Amendment	
<input checked="" type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	9/1/2019-8/31/2020	\$ 55,424.00	<input checked="" type="checkbox"/> None	Res#
	01	9/1/2020-8/31/2021	\$ 56,925.00	<input type="checkbox"/> None	Res#
	02	9/1/2021 - 8/31/2022	\$ 134,854.00	<input type="checkbox"/> None	Res# 2021-097
	03	9/1/2022-8/31/2022	\$ 103,279.25	<input type="checkbox"/> None	Res# 2022 Res-167
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 350,482.25		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Olson, Sam	Digitally signed by Olson, Sam Date: 2022.09.12 13:23:59 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 9/12/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, September 19, 2022 10:46 AM
To: Hicklin, Charles; Gault, David; Rogan, Megan; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13728C
Attachments: 13728C.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/19/2022 11:42 AM	Approve: 9/19/2022 11:42 AM
	Gault, David	Read: 9/19/2022 11:06 AM	Approve: 9/19/2022 11:08 AM
	Rogan, Megan	Read: 9/19/2022 11:16 AM	Approve: 9/19/2022 11:16 AM
	Lowndes, Daniel	Read: 9/19/2022 10:49 AM	Approve: 9/19/2022 10:59 AM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13728C
Department: Administration/Info Management
Vendor: Microsoft
Contract Description: Approve Unified Support Renewal (Res 097)
Contract Term: 9/1/21 – 8/31/22
Contract Amount: \$103,279.25

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2022 RES-167**

4 **AUTHORIZING PURCHASE OF MICROSOFT UNIFIED SUPPORT RENEWAL**

5 Dane County Information Management utilizes a service provided by Microsoft
6 Corporation annually. This service provides critical 24/7 support, health and assessment
7 checks, proactive monitoring, on-demand assessments, root cause diagnostics and
8 training among other benefits. Dane County entered into a five year agreement on
9 September 14, 2019 under contract number 13728. This service is renewed annually.

10
11 The cost to renew this service from September 14, 2022 through September 14, 2023 is
12 \$103,279.25. Funding for this annual renewal is included in the 2022 budget. The cost
13 for last year's agreement was significantly higher than in years past and was expected
14 due to the amount of additional licenses procured for working from home. This year the
15 cost is approximately 30% less as we were able to utilize unused credits to provide a
16 discount to the overall cost.

17
18 NOW, THEREFORE, BE IT RESOLVED that the County Executive is authorized to enter
19 into an agreement with Microsoft Corporation to extend renewal of Unified Support for a
20 period of twelve months effective on September 14, 2022.
21

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

GVS1229-388235-482574

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U6935177**, effective as of **6/4/2019** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional 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. This Work Order is effective as of the date that Microsoft signs this Work Order. 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)	Name
County Of Dane	Microsoft Corporation
Signature	Signature  Josh Stikeleather (Aug 10, 2022 17:39 EDT)
Name of person signing (please print) Joseph T. Parisi	Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) Dane County Executive	Title of person signing (please print) Support specialist
Signature date	Signature date (effective date) Aug 10, 2022

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Customer invoice information		
Name of Customer County Of Dane		Contact Name (Receives invoices under this Work Order) Accounts payable
Street Address DANE CO INFORMATION MANAGEMENTCITY-COUNTY BUILDING RM 524210 Martin L King Jr Blvd		Contact E-Mail Address Olson@countyofdane.com
City Madison	State/Province Wisconsin	Phone 608-283-2970
Country United States	Postal Code 53703-3340	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on **9/14/2022** (the "Support Commencement Date") and will expire on **9/13/2023** (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Unified Enterprise Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at <https://www.microsoft.com/unified-support-services-description>. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

Unified Enterprise Support 2022-23 USA - SLG - Enterprise West 9/14/2022 - 9/13/2023		
Quantity	Service	Service Type
2 ea	CE Scoping	Support Assistance
1 hr	Enterprise Advisory Support Hours As-needed	Advisory Services
1 hr	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
1 ea	Enterprise On-demand Assessment	On-Demand Assessment
100 ea	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
1 ea	Enterprise On-Demand Education	On-Demand Education
1 ea	Enterprise Online Support Portal	Administrative
1 hr	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
50 hr	Enterprise Reactive Support Management	Service Delivery Management
167 hr	Enterprise Service Delivery Management	Service Delivery Management
10 ea	Enterprise Webcasts As-Needed	Webcast
9999 ea	Reactive Enabled Contacts	Problem Resolution Support
50 ea	Proactive Credits	Proactive Credits
7 hr	Service Delivery Management Extended	Service Delivery Management

Proactive Accelerator for ZeroTrust - Tier 1 USA - SLG - Enterprise West 9/14/2022 - 9/13/2023		
Quantity	Service	Service Type
8 hr	Proactive Accelerator Delivery Planning ZeroTrust	Support Assistance
1 ea	Proactive Accelerator Tailored - Tier 1	Custom Proactive - Maintain
3 ea	Proactive Accelerator ZeroTrust - Tier 1 <ul style="list-style-type: none"> Proactive Accelerator ZeroTrust Tier 1 - Generic 	Administrative
14 hr	Service Delivery Management Extended	Service Delivery Management

Proactive Accelerator for Security and Compliance - Tier 1 USA - SLG - Enterprise West 9/14/2022 - 9/13/2023		
Quantity	Service	Service Type
8 hr	Proactive Accelerator Delivery Planning Security and Compliance	Support Assistance
3 ea	Proactive Accelerator Security and Compliance - Tier 1 <ul style="list-style-type: none"> Proactive Accelerator Security and Compliance Tier 1 - Generic 	Administrative
1 ea	Proactive Accelerator Tailored - Tier 1	Custom Proactive - Maintain
14 hr	Service Delivery Management Extended	Service Delivery Management

2.1. 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. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Unified Enterprise Support 2022-23	9/14/2022	\$83,448.51
Unified Enterprise Support Add-on	9/14/2022	\$6,865.59
Proactive Accelerator for ZeroTrust - Tier 1	9/14/2022	\$40,515.08
Proactive Accelerator for Security and Compliance - Tier 1	9/14/2022	\$40,515.08
Subtotal		\$171,344.25
Flex Allowance		(\$25,000.00)
Software Assurance Benefits *		(\$43,065.00)
Total Fees (excluding taxes)		\$103,279.25

Software Assurance Benefits

* Customer will transfer 10.00 Software Assurance PRS incidents to this support agreement as part of this support package.

Software Assurance Benefits

* Customer will transfer 19.00 Software Assurance PRS incidents to this support agreement as part of this support package.

Billing Schedule	Billing Date	Fee USD
One Time Payment	9/14/2022	\$103,279.25
Total Fees (excluding taxes)		\$103,279.25

2.2. Support for Microsoft Products

Microsoft will provide support for Customer’s licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer’s Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer’s Affiliate as of the Support Commencement Date.

2.3. Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Accounts payable		
Street Address		Contact E-Mail Address
210 Martin L King Jr Blvd		Olson@countyofdane.com
City	State/Province	Phone
Madison	Wisconsin	608-283-2970
Country	Postal Code	Fax
United States	53703-3340	

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Kevin Maltby	
Phone	Contact E-Mail Address
	v-kmaltby@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
DANE COUNTY REGIONAL AIRPORT	OPEN	01296021ZZL2007
DANE COUNTY	Enterprise 6	4972901
DANE COUNTY	Enterprise 6	5137927
DANE COUNTY REGIONAL AIRPORT	OPEN	99083776ZZS1909