

Dane County Contract Addendum Cover Sheet

Revised 06/2021

RES 103
SIGNIFICANT

Contract # Admin will assign	13728E
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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	9/14/2024 - 9/13/2025
		Amount (\$)	\$ 127,017.67

Department Contact Information		Vendor Contact Information	
Contact	Sam Olson	Contact	Leslie Foster
Phone #	608-283-2970	Phone #	470-571-1204
Email	Olson@danecounty.gov	Email	v-lfoster@microsoft.com
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		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:	\$ 127,017.67
	2331	Org:	Obj:	Proj:	

Budget Amendment	
<input 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#
	A	9/1/2020-8/31/2021	\$ 56,925.00	<input type="checkbox"/> None	Res#
	B	9/1/2021-8/31/2022	\$ 134,854.00	<input type="checkbox"/> None	Res# 2021-097
	C	9/1/2022-8/31/2023	\$ 103,279.25	<input type="checkbox"/> None	Res# 2022-167
	D	9/1/2023-9/13/2024	\$ 117,867.98	<input type="checkbox"/> None	Res# 2023-129
	E	9/14/2024-9/13/2025	\$ 127,017.67	<input type="checkbox"/> None	Res# 2024-103
Total Contracted Amount			\$ 595,367.90		

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: 2024.08.03 14:20:25 -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: 8/3/24	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, August 5, 2024 1:25 PM
To: Krohn, Margaret; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13728E
Attachments: 13728E.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 8/5/2024 1:30 PM
	Rogan, Megan	Read: 8/5/2024 1:26 PM	Approve: 8/5/2024 1:26 PM
	Gault, David	Read: 8/5/2024 2:04 PM	Approve: 8/5/2024 2:08 PM
	Cotillier, Joshua		Approve: 8/5/2024 2:12 PM
	Stavn, Stephanie	Read: 8/5/2024 1:44 PM	
	Oby, Joe		

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

Contract #13728E
Department: Administration/Info Management
Vendor: Microsoft Corporationm
Contract Description: Approve Unified Support Renewal (Res 103)
Contract Term: 9/1/24 – 8/31/25
Contract Amount: \$127,017.67

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. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2024 RES-103**

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, training,
8 and assessment services among other benefits. Dane County is extending this contract
9 for an additional year.

10
11 The cost to renew this service from September 14, 2024 through September 13, 2025 is
12 \$127,017.67. Funding for this annual renewal is included in the 2024 budget. This is an
13 increase of \$9,149.69.

14
15 NOW, THEREFORE, BE IT RESOLVED that the County Executive is authorized to enter
16 into an agreement with Microsoft Corporation to extend renewal of Unified Support for a
17 period of twelve months effective on September 14, 2024.
18

Microsoft Enterprise Services Work Order

Work Order Number **GVS12409-1000636-1000636**
(Microsoft Affiliate to complete)

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
Name of Customer (please print)
COUNTY OF DANE
Signature
Name of person signing (please print) Jamie Kuhn
Title of person signing (please print) Dane County Executive
Signature date

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

Microsoft Affiliate

Name
Microsoft Corporation

Signature

Josh Stikeleather (Jul 12, 2024 17:05 EDT)

Name of person signing (please print)
Josh Stikeleather

Title of person signing (please print)
Support specialist

Signature date (effective date)
Jul 12, 2024

Customer invoice information

Name of Customer County Of Dane	Contact Name (Receives invoices under this Work Order) Sam Olson
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Street Address DANE CO INFORMATION MANAGEMENT CITY-COUNTY BUILDING RM 524 210 Martin L King Jr Blvd	Contact E-Mail Address Olson@danecounty.gov
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City Madison	State/Province WI	Phone 608-283-2970
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Country United States	Postal Code 53703-3340	Fax
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Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **9/14/2024** (the "Support Commencement Date") and will expire on **9/13/2025** (the "Support Expiration Date").

Description of Services.

Please refer to the current **Unified Support Services Description** ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at 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:

Designated Engineering Microsoft 365 Foundations - Tier 1 - 2024-25 USA - SLG - Enterprise West 9/14/2024 - 9/13/2025		
Quantity	Service	Service Type
3 ea	Designated Engineering Proactive Microsoft 365 Foundations	Administrative
40 hr	Designated Engineering Time Microsoft 365 Foundations	Designated Support Engineering
Included	Service Delivery Management Extended	Service Delivery Management

Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 9/14/2024 - 9/13/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services

Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add on Unified Proactive Svcs Enterprise Security - 2024-25 USA - SLG - Enterprise West 9/14/2024 - 9/13/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
2 ea	Custom Proactive Remote - 1/2	Custom Proactive - Maintain

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.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. 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 (M/d/yyyy)	Fee USD
Designated Engineering Microsoft 365 Foundations - Tier 1 - 2024-25	9/14/2024	56,031.81
Unified Enterprise Support - 2024-25	9/14/2024	106,317.82
Unified Proactive Services Add on Unified Proactive Svcs Enterprise Security - 2024-25	9/14/2024	5,668.04
Subtotal		168,017.67
Flex Allowance		(25,000.00)
One Time Microsoft Investment		(16,000.00)
Total Fees (excluding taxes)		127,017.67

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	9/14/2024	127,017.67
Total Fees (excluding taxes)		127,017.67

Customer Named Contact(s).

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

Name of Customer Support Service Administrator		
Benjamin Smith		
Street Address		Contact E-Mail Address
210 Martin L King Jr Blvd		smith.benjamin@danecounty.gov
City	State/Province	Phone
Madison	WI	608-283-1482
Country	Postal Code	Fax
United States	53703-3340	

Use, ownership, restrictions and rights.

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 information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. “Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

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.

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.

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.

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.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section 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.

Restrictions on use.

Customer must not (and is not licensed 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 any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at

different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Leslie Foster	
Phone	Contact E-Mail Address
	v-lfoster@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	Enterprise 6	4972901
DANE COUNTY	Enterprise 6	5137927
DANE COUNTY WISCONSIN	Open Value	V2234150