


Res 519  
Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Administration / Information Management		CONTRACT/ADDENDUM #: 12259-2	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<b>Contract</b> <span style="float:right"><b>Addendum</b></span>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: 02/01/2015 To: 04/30/2018		<input checked="" type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: <del>\$978,490.65</del> \$386,453.10		<input type="checkbox"/> Co Lessee <input type="checkbox"/>	
5. Purpose: Renewal of two Microsoft Enterprise Agreements for licensing of Microsoft products and extending termination date to co-term all agreements in April 2018. Third agreement and SQL Licensing will be submitted at a later date.		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
6. Vendor or Funding Source: SHI International Corporation		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
7. MUNIS Vendor Code: 12945		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
8. Bid/RFP Number:		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> Other: <input type="checkbox"/>	
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. CPADMIN 57845		Amount \$ <del>978,490.65</del> 386,453.10	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval 			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
MG	Received	1-28-15	
CMZ	Controller		1/28/15
JP	Corporation Counsel	1/28/15	1/28/15
JD	Risk Management	1/28/15	1/28/15
AL	ADA Coordinator	1/28/15	1/28/15
RP	Purchasing Agent	1/28/15	1/28/15
	County Executive		

### VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

### Footnotes:

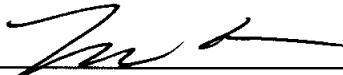
- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b> Name/Title: John Mueller/Interim Applications Manager	Dept.: Administration/Information Management
Phone: 608-266-9047	Mail Address: 210 MLK Jr. Blvd - Room 524
E-mail: mueller.john@countyofdane.com	Madison, WI. 53703

**CERTIFICATION**

The attached contract: (Check as many as apply)

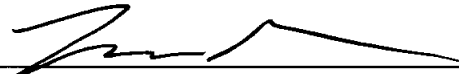
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 1/28/15 Signed:   
 Telephone Number: 266-4519 Print Name: Travis Myren

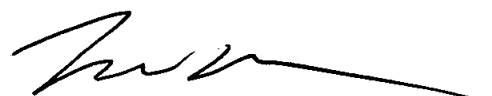
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** (Attach additional pages, if needed).

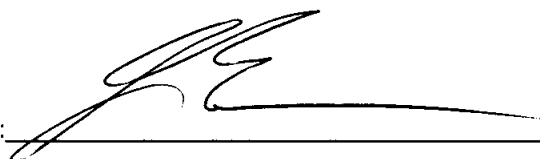
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 1/28/15 Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 1/28/15 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 1/28/15 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



Program Signature Form

MBA/MBSA number		000-nancyca1-S1878
Agreement number	01E62785	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.



This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-01112
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (New)
Amendment	M132 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Dane County
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

\* indicates required field

Microsoft Affiliate	
Microsoft Corporation 	
Signature _____	 Microsoft Corporation <b>JAN 27 2015</b> Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date _____ (may be different than Microsoft's signature date)	

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Enterprise Enrollment Cloud-Ready Customer Objections Amendment M132

Enrollment number  
*Microsoft to complete*

000-nancyca-S1878

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

**Customer** normally would be required to sign a current version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or current version of the Microsoft Business and Services Agreement. As an accommodation, Microsoft agrees to allow **Customer** to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, **Customer** will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event **Customer** breaches any obligation in this Amendment.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

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

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	
Previous Enrollment number <i>(Reseller to complete)</i>	7299007	Earliest expiring previous Enrollment end date <sup>1</sup>	01/31/2015

<sup>1</sup> If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at <http://microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

**Term.** This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

**Product order.** The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Qualifying systems Licenses.** All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

*For example, Windows XP Home Edition or successor Products are not qualifying operating systems.*

## 1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\*** Dane County  
**Contact name\* First** Marvin **Last** Klang  
**Contact email address\*** klang@countyofdane.com  
**Street address\*** 210 Martin Luther King Jr. Blvd, Room 425  
**City\*** Madison **State \*** WI **Postal code\*** 53703  
**Country\*** USA  
**Phone\*** 608-266-4966 **Fax**  
**Tax ID (if applicable)**

- b. **Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

*Same as primary contact*

**Name of entity (must be legal entity name)\***

**Contact name\* First** Last

**Contact email address\***

**Street address\***

**City\*** **State \*** **Postal code\***

**Country\***

**Phone\*** **Fax**

This contact is a third party (not the Customer). **Warning:** This contact receives personally identifiable information of the Customer.

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.  
**Microsoft account manager name:**  
**Microsoft account manager email address:**
- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.
- Additional notices contact
  - Software Assurance manager
  - Subscription manager
  - Online Services manager
  - Customer Support Manager (CSM) contact
- f. Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

**g. Reseller information**

**Reseller company name\*** SHI International Corp  
**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave  
**City\* Somerset State \* NJ Postal code\*** 08873  
**Country\*** USA  
**Contact name \***  
**Phone\*** 888-764-8888  
**Fax** 888-764-8889  
**Contact email address\*** MSTeam@SHI.com

The undersigned confirms that the information is correct.

<b>Name of Reseller*</b> SHI International Corp
<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b> Licensing Specialist
<b>Date*</b>

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

**2. Defining your Enterprise.**

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (*excluding new Affiliates with which you consolidate in the future*)
- The following Affiliates are excluded

**3. Establishing Customer price level.**

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

<b>Qualified Desktops:</b> Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	<b>714</b>
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<b>Qualified Users:</b> Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	<b>714</b>
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Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

<b>Price level</b> (for pools in which Customer orders an Enterprise Product):	<b>Qualified Desktop</b>	<b>Qualified User</b>
	<b>D</b>	<b>D</b>

<b>Price level</b> (for pools in which Customer does not order an Enterprise Product):	<b>Price level "D"</b>
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#### 4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Enterprise Product Selection
<p>Please choose the Enrolled Affiliate's desktop option (Select 1):</p> <p> <input type="checkbox"/> Enterprise Desktop with MDOP    <input type="checkbox"/> Enterprise Desktop  <input type="checkbox"/> Professional Desktop with MDOP    <input type="checkbox"/> Professional Desktop  <input checked="" type="checkbox"/> <b>Custom Desktop or Individual Enterprise Product Component(s):</b>            Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)         </p> <p> <input type="checkbox"/> Windows Desktop (Includes Windows Desktop Operating System Upgrade and Windows VDA): &lt;Select One&gt;  <input checked="" type="checkbox"/> Office: Office Professional Plus  <input checked="" type="checkbox"/> Client Access License: Core CAL         </p> <p><b>For any Client Access Licenses, please indicate whether licensing by Desktop or User: Desktop</b></p>

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

## Enterprise Enrollment Amendment ID CTM

000-nancycal-S1878

1. The section of the enrollment entitled "Term" is deleted in its entirety and replaced with the following:

**Term.** This enrollment will expire thirty-nine (39) full calendar months from the effective date (the "Term"). It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

2. As a result of the revised term, the anniversary dates shall be deemed to be:

- 1<sup>st</sup> anniversary May 1, 2016
- 2<sup>nd</sup> anniversary May 1, 2017

We will invoice your Reseller in three unequal annual installments. The first installment, which will cover the first fifteen months of the Term, will be invoiced upon submission of this enrollment. The remaining installments, which will be for twelve months and twelve months respectively, will be invoiced at the next two anniversaries of the enrollment effective date as described above.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

**This amendment must be attached to a signature form to be valid.**