

Dane County Contract Addendum Cover Sheet

Res 097
Significant

Revised 06/2021

Contract # Admin will assign	13728B
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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	9/1/2021 - 8/31/2022
		Amount (\$)	\$ 134,854.00

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:	
		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:	\$ 134,854.00
	XXXX	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 checked="" type="checkbox"/> None	Res#
	02	9/1/2021 - 8/31/2022	\$ 134,854.00	<input type="checkbox"/> None	Res# 097
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 247,203.00		

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: 2021.07.26 16:38:53 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>7/27/21</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 27, 2021 9:28 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13728B
Attachments: 13728B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/27/2021 9:31 AM	Approve: 7/27/2021 9:32 AM
	Rogan, Megan	Read: 7/27/2021 9:46 AM	Approve: 7/27/2021 9:46 AM
	Gault, David	Read: 7/27/2021 9:54 AM	Approve: 7/27/2021 9:56 AM
	Lowndes, Daniel	Read: 7/27/2021 9:33 AM	Approve: 7/27/2021 9:39 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 #13728B
Department: Administration/Info Management
Vendor: Microsoft
Contract Description: Approve Unified Support Renewal (Res 097)
Contract Term: 9/1/21 – 8/31/22
Contract Amount: \$134,854.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3 **2021 RES-097**

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, 2021 through September 14, 2022 is
12 \$134,854.00. Funding for this annual renewal is included in the 2021 budget. The cost
13 for this year's renewal is higher than in years past. This expected increase was based on
14 multiple factors including an increase of devices identified during an internal assessment
15 last year, a significant increase of new devices procured for COVID related purposes, an
16 increase in services utilized last year, and new services added to the agreement this
17 year to assist in Dane County's transition to Microsoft's online services.

18
19 NOW, THEREFORE, BE IT RESOLVED that the County Executive is authorized to enter
20 into an agreement with Microsoft Corporation to extend renewal of Unified Support for a
21 period of twelve months effective on September 14, 2021.
22

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

T000219-343876-421044

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 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)	Name
County Of Dane	Microsoft Corporation
Signature	Signature  Scott Studer (Jul 27, 2021 11:58 EDT)
Name of person signing (please print)	Name of person signing (please print)
Joseph T. Parisi	Scott Studer
Title of person signing (please print)	Title of person signing (please print)
Dane County Executive	Sales Director
Signature date	Signature date (effective date)
	Jul 27, 2021
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 shall be effective and will commence on **9/14/2021** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) 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.

1.2. 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

Advanced Support US - SLG - Central 9/14/2021 - 9/13/2022		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 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	Cloud Success Plan Base	Cloud Success Plan Base
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
100 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast
1 ea	Onsite Visit	Onsite Support
150 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3. 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
Advanced Support	9/14/2021	\$152,581.00
Advanced Support Add-on	9/14/2021	\$20,997.00
Subtotal		\$173,578.00
Software Assurance Benefits *		(\$38,724.00)
Total Fees (excluding taxes)		\$134,854.00

Software Assurance Benefits

* Customer will transfer 9.00 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	9/1/2021	134,854.00
Total Fees (excluding taxes)		134,854.00

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.

1.4. Customer Named Contacts.

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	

Use, ownership, rights, and restrictions.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. 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.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

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.

1.10. 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.

1.11. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

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

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
DANE COUNTY	Enterprise 6	6152683
DANE COUNTY WISCONSIN	OPEN	97949440ZZL1901
DANE COUNTY	Enterprise 6	5172515
DANE COUNTY REGIONAL AIRPORT	OPEN	01296021ZZL2007
DANE COUNTY	Enterprise 6	4972901
DANE COUNTY	Enterprise 6	5137927
DANE COUNTY REGIONAL AIRPORT	OPEN	99083776ZZS1909






Microsoft Support Renewal for County Of Dane

Final Audit Report

2021-07-27

Created:	2021-07-27
By:	Alejandro Arias Cubero (v-alcube@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4pkLJA0LNCqUxr07NLEro0TW3zteDhWx

"Microsoft Support Renewal for County Of Dane" History

-  Document created by Alejandro Arias Cubero (v-alcube@microsoft.com)
2021-07-27 - 3:49:23 PM GMT- IP address: 186.15.56.96
-  Document emailed to Scott Studer (Scott.Studer@microsoft.com) for signature
2021-07-27 - 3:54:21 PM GMT
-  Email viewed by Scott Studer (Scott.Studer@microsoft.com)
2021-07-27 - 3:57:45 PM GMT- IP address: 104.47.54.254
-  Document e-signed by Scott Studer (Scott.Studer@microsoft.com)
Signature Date: 2021-07-27 - 3:58:12 PM GMT - Time Source: server- IP address: 208.104.180.3
-  Agreement completed.
2021-07-27 - 3:58:12 PM GMT