

INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR/VENDOR NAME: Microsoft Corporation VENDOR # 100007259

NAME & E-MAIL OF INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR:

Carlos Oquendo, Jr. Carlos.Oquendo@microsoft.com
PRINT NAME E-MAIL ADDRESS

TYPE OF CONTRACT: New ☐ Renewal ☐ Amendment ☒ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐

SCOPE OF WORK: Microsoft Premier Support Services

CONTRACT AMT: \$86,153.00 CONTRACT TERM: 11/01/18 – 10/31/19 RFP/IFB/RFQ#: N/A

FUNDING SOURCE: General ☒ State ☐ Federal ☐ UNIFORM GUIDANCE (UG) procedures applicable? YES ☐ NO ☒

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL increase	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200140300			\$47,128.00	I	Original contract amount \$39,025.00
2								

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☒ COUNTY ATTORNEY

Signature: N/A Date: 5/2/19
Contract Requires BOCC Approval? YES ☒ NO ☐ Date of BOCC Approval: Willie Darby Reviewing Attorney: Willie Darby Date: 5/2/19

REQUISITIONER

Printed Name/Title: Bonnie I. Simons/IS&T Sr. Business Mgr. Date: 5/02/19

E-Mail Address: bsimons@dcconc.gov

PURCHASING MANAGER

DocuSign E-Signature Date: _____

DEPARTMENT HEAD OR DESIGNEE (Individual Signing Contract)

Date: _____

DocuSign E-Signature

Printed Name/Title: Greg Marrow/Chief Information Officer

E-Mail Address: gmarrow@dcconc.gov

CHIEF FINANCIAL OFFICER

DocuSign E-Signature Date: _____

COUNTY MANAGER

DocuSign E-Signature Date: _____

CLERK TO THE BOARD

DocuSign E-Signature Date: _____

Please forward fully executed copy to Bonnie Simons.

Purchasing Comments:

FUNDS RESERVATION # _____





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/29/2018

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

PHONE
(A/C No. Ext): (866) 283-7122FAX
(A/C No.): (800) 363-0105E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Microsoft Corporation
Attn: Risk Management
One Microsoft Way
Redmond WA 98052-6399 USA

INSURER A: National Union Fire Ins Co of Pittsburgh 19445

INSURER B: American Home Assurance Co. 19380

INSURER C: New Hampshire Insurance Company 23841

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570073687572

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

INSUR LTR	TYPE OF INSURANCE	ADDL BDR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL6938912	07/01/2018	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY Excluded GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG Excluded
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	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in US) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC018177157 AOS WC018177154 CA	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

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.

CERTIFICATE HOLDER

CANCELLATION

Durham County
200 East Main Street, 5th Floor
Durham NC 27701 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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570073687572

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ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2018

forms a part of Policy No. WC 018-17-7157

Issued to MICROSOFT CORPORATION

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITON OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The premium charge for the endorsement is INCLUDED

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

From: Darby, Willie S.
To: Whittle, Christopher
Subject: RE: Durham County Microsoft Services Documents
Date: Monday, October 29, 2018 3:20:01 PM

Hi Chris:
The COI is hereby approved.
Thanks,
Willie

From: Whittle, Christopher
Sent: Monday, October 29, 2018 3:04 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: FW: Durham County Microsoft Services Documents
Importance: High

Mr. Darby,

Please see the attached COI documentation submitted by Microsoft. If accepted, please approve, else let me know what I need to have Microsoft change.

Thank You,

Chris

From: Martha Rincon (AON RISK SERVICES INC OF WASHI) <y-marin@microsoft.com>
Sent: Monday, October 29, 2018 2:19 PM
To: Whittle, Christopher <cwhittle@dconc.gov>; Ian Ochs (ServiceSource Europe Limited) <y-iaochs@microsoft.com>
Cc: Nikki Dahi <ndahi@microsoft.com>; Crystal Ballard (Invenio) <y-crball@microsoft.com>; Certificates of Insurance <certs@microsoft.com>; Martha I Rincon <martha.rincon@aon.com>; ISTBusiness <ISTBusiness@dconc.gov>; Davis, Antonio <ADavis@dconc.gov>
Subject: Re: Durham County Microsoft Services Documents
Importance: High

Hello Ian and Christopher,

Please see the attached certificate of insurance which has been revised; my apologies for the mix up. I've also attached the Waiver of Subrogation document. Please review the attached and let me know if you have any questions.

Thank you.

Simons, Bonnie

From: Darby, Willie S.
Sent: Thursday, May 2, 2019 10:32 AM
To: Simons, Bonnie
Subject: RE: MICROSOFT PREMIERE SUPPORT CONTRACT AMENDMENT

Hi Bonnie:

The Contract Amendment with Microsoft Premiere Support is here by approved as to form.

Thanks,
Willie

From: Simons, Bonnie
Sent: Wednesday, May 01, 2019 5:41 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: MICROSOFT PREMIERE SUPPORT CONTRACT AMENDMENT
Importance: High

Hi Mr. Darby,

Please review and advise regarding the attached contract amendment along with the quote, COI information and a copy of the original contract. Preparing for the next BOCC meeting.

Thank you,

Bonnie I. Simons

*200 E. Main Street - 5th Floor
Durham, NC 27701
Office 919-560-7045
Mobile 984-209-0149*

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**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 1st day of May, 2019 by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and SHI (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated November 1, 2018, for the provision of Microsoft Premiere Software and Support, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement remains to be October 31, 2019.
2. The compensation paid to Contractor shall be an amount not to exceed \$86,153.00.
3. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
4. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
5. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

CONTRACTOR

DURHAM COUNTY

By: _____

Wendell M. Davis, Durham County Manager

Name/Title: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

Microsoft Premier Support Services Description Schedule:

Fee and Named Contacts:

(Microsoft Affiliate to complete)

**Premier Support Services
Description Number**

(Microsoft Affiliate to complete)
Schedule Number

DORV1811-198732-231044Add

AMDDORV1811-198732-231044-255258
Add On_001501999

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) County Of Durham	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)
Date	Date
Term	
This Schedule will commence on 4/2/2019 (the "Commencement Date") and will expire on 10/31/2019 (the "Expiration Date").	

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

	Price (US\$)
Country: United States	\$47,128
Total	\$47,128

b. Services by Support Location

Country : United States Premier Standard 0
<ul style="list-style-type: none">• Up to 15 hours for Support Account Management• Up to 169 hours for Support Assistance*• One (3) Onsite Services Resource Site Visits

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Heather Kliegman
Address: Microsoft Corporation
Attn: Heather Kliegman
Phone: (703) 4393760
Email: Heather.Kliegman@microsoft.com
Fax:

3. CUSTOMER NAMED CONTACTS

Contacts will be carried over from the previous Term.