

**PALM BEACH COUNTY
BOARD of COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: <u>2/5/08</u>	<input checked="" type="checkbox"/> [X] Consent	<input type="checkbox"/> [] Regular
	<input type="checkbox"/> [] Ordinance	<input type="checkbox"/> [] Public Hearing

Department Submitted by:	Information Systems Services
Submitted for:	Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 3 to Microsoft Consulting Services Agreement (R2006-2756), to extend the ending date of the agreement from December 31, 2007 to March 30, 2008 at no additional cost to the County.

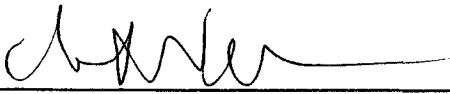
Summary: Amendment No. 3 will allow additional time for completion of consulting services to assist the County with the migration to Microsoft Active Directory as the single enterprise directory service and Microsoft Exchange as the single enterprise e-mail environment. Microsoft Consulting Services Agreement (R2006-2756) approved by BCC on December 19, 2006, authorized the County Administrator to execute Amendments up to \$25,000 per occurrence up to a maximum of \$50,000 in total project costs. Countywide (PK)

Background and Justification: On December 19, 2006, the Board approved the Microsoft consulting services (R2006-2756) to assist with the consolidation of multiple directory services currently in place throughout the County, including Novell eDirectory Services, NT Domains and Active Directory into a newly created enterprise Microsoft Active Directory. The scope of services also includes Microsoft's assistance with the migration of the existing Novell GroupWise accounts to the Microsoft Exchange e-mail environment.

Attachments:

1. Three original Amendment No. 3 documents
2. Copy of original Consulting Services Agreement (R2006-2756)
3. Copy of Amendment No. 1 document (R2007-1384)
4. Copy of Amendment No. 2 document (R2007-1384.1)

Recommended by: <u>Steve Bordelon</u>	1-16-08
Department Director	Date

Approved by: <u></u>	1/21/08
County Administrator	Date

A. Five Year Summary of Fiscal Impact

Budget Account Number(s): Fund _____ Dept. ____ Unit _____
Object _____

C. Department Fiscal Review:

No fiscal impact.

Contract Administration

Paul F. [Signature] 1/22/08
Assistant County Attorney

Department Director

AMENDMENT No. 3 TO:
PALM BEACH COUNTY'S WORK ORDER #20060670

Between

Microsoft Corporation
1 Microsoft Way
Redmond, Washington 98052

and

Palm Beach County
301 N. Olive
West Palm Beach, FL 33401

THIS AMENDMENT No. 3 TO PALM BEACH COUNTY WORK ORDER # 20060670 ("Amendment 3") is made and entered into effective as of December 31, 2007 by and between the undersigned for the purpose of amending that certain Microsoft Services Agreement Work Order #20060670 (the "Agreement"), effective as of December 19, 2006, by and between Palm Beach County (the "Customer") and Microsoft Consulting Services Division, Microsoft Corporation ("Consultant" or "MCS").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The second sentence under Period of Performance on the cover page of the Order is deleted and replaced with the following sentence:

This work order will expire on March 30, 2008.

2. All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MCS.

MICROSOFT CORPORATION

By: David T. Gallagher

David T. Gallagher

Director of Contracts

Title

1-2-08

Date

PALM BEACH COUNTY

By: Robert Weisman

Robert Weisman

County Administrator

Title

1/16/08

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul F. [Signature]
COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY Steve Bordon
ISS DIRECTOR

1-10-08

1 of 1

ATTACHMENT #1

R2006 2756

DEC 19 2006

ATTACHMENT #2

PAGE 1 OF 6

Microsoft Consulting Services Work Order

(For Microsoft Internal Purposes Only) MCS (WO Type 1)- (Public Sector)	Work Order Number: 20060670
	Project Code:
	Client ID:
	Client Type:
	Vertical Industry:
	Customer Purchase Order Number:

This work order is made pursuant to the Microsoft Master Services Agreement (Florida Principle Technology Contract number 255-001-01-1) effective as of January 12, 2001, by and between the State of Florida Department of Management Services and Microsoft Corporation ("we," "us," or "our"). As an "Affiliate" of the State of Florida, Palm Beach County is permitted to utilize the agreement and enter into Work Orders with us. Palm Beach County is referred to as "you" in this Work Order. And All References to "State" shall be deemed to apply to Palm Beach County where appropriate. The terms of the agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

Customer Invoice Information				
Name of Customer	Palm Beach County		A/P Contact Name (This person receives invoices under this work order.) Michael Strivelli	
Street Address	301 N. Olive		Contact E-mail Address	MSTRIVEL@co.palm-beach.fl.us
City	West Palm Beach	State/Province FL	Phone	561-355-4252
Country		Postal Code 33401	Fax	561-722-3826
Invoicing				
We will invoice you according to our fiscal monthly billing schedule for services performed and expenses incurred during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above.				
Customer must Select One: Customer requires Purchase Order for payment of invoice. Please indicate Purchase Order No. here and send actual PO to Microsoft. _____ Customer does not require Purchase Order for payment of invoice. Provide Accounts Payable Name and Phone No. _____				
Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):				
Contact Name:	Contact E-mail address:		Contact phone No.:	
Web site address:				
Period of Performance				
Services under this work order will commence on or around January 20, 2007. This work order will expire on September 30, 2007. In order for us to continue work after the expiration date, you and we must agree in writing to a new work order or an amendment to this work order identifying the new expiration date and any other terms upon				

which you and we agree.	
Payments to Microsoft should be made to the following, include reference to our invoice number: By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202 By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#11100001-2, Bank of America, N.A.	
<input type="checkbox"/> Attachments required with Invoice (Status Reports/Time/Expense Breakouts, Other):	

Place of Performance/Project Point of Contact(Customer Satisfaction Contact)		
Name of Customer	Same as above	Project leader (This person is your point of contact for all service-related matters under this work order.)
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax

By signing below the parties acknowledge and agree to be bound to the terms of the agreement and this work order.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the Palm Beach County and Microsoft Coporation has hereunto set its hand the day and year above written.

R2006 2756

DEC 19 2006

MICROSOFT CORPORATION

PALM BEACH COUNTY, FLORIDA BY
IT'S BOARD OF COUNTY
COMMISSIONERS

By: *David Gallagher*

David Gallagher,
Director of Contracts

By: *Addie L. Greene*

Addie L. Greene, Chairperson

SHARON R. BOCK
CLERK AND COMPTROLLER

By: *Nancy Powell*

Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Paul F. J.*

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *Steve Baddion by Jean Manning*

Director, Information Systems Services

1. **Services.** We will perform the services identified in Statement of Work entitled, "Exhibit A: Statement of Work – Directory, Messaging, and Collaboration Migration Project for Palm Beach County (Final Version)" for you. Any dates provided are estimates only. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Because we are performing the services under your direction, based on an estimated period of performance and fees, we do not warrant that any services deliverables will be completed or be satisfactory to you within the estimated period or fees.
2. **Billable Fees.** You will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individuals assigned. Travel expenses shall be submitted and paid in accordance Section 112.061, Florida Statutes. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. The fees do not include fees for products. Unless otherwise specified in the invoice, you will pay us within 30 calendar days of the date of our invoice. Payments shall be made in accordance with Florida Statute 218.70 (Florida Prompt Payment Act).

Labor Category/Activity	Units	Description	Rate	Proposed Cost
Associate Technician	0	Hours	\$ 100.00	\$0
Technician	0	Hours	\$ 125.00	\$0
Technician I	0	Hours	\$ 150.00	\$0
Technician II	320	Hours	\$ 175.00	\$56,000
Technician III	0	Hours	\$ 200.00	\$0
Technician IV	0	Hours	\$ 225.00	\$0
Technician V	0	Hours	\$ 250.00	\$0
MCS Associate Consultant	0	Hours	\$ 212.00	\$0
MCS Consultant	0	Hours	\$ 232.00	\$0
MCS Senior Consultant	1177	Hours	\$ 253.00	\$297,781
MCS Enterprise Strategy Consult.	0	Hours	\$ 253.00	\$0
MCS Project Manager	0	Hours	\$ 253.00	\$0
MCS Engagement Manager	0	Hours	\$ 253.00	\$0
MCS Principal Consultant	120	Hours	\$ 268.00	\$32,160
MCS Architectural Consultant	0	Hours	\$ 283.00	\$0
MCS Practice Manager	0	Hours	\$ 268.00	\$0
	1617	TOTAL HOURS		\$385,941
Proposed Travel Cost				\$0
Estimated Total				\$385,941.00

3. **Gratuitous Services.** In addition to the billable fees referenced above, we will provide gratuitous services including any additional travel and living expenses for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. It is our intent that the services be in compliance with applicable laws and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverable(s) provided under this section 3 are for the sole benefit and use of the government agency specified herein, for which we provide them, directly or indirectly, and are not provided to or for the benefit of any individual or other government employee. We reserve the right to change staffing to meet the requirements of this engagement.

Staffing. Microsoft plans to staff this gratuitous effort with a MCS Consultant. Microsoft reserves the right to change staffing to meet the requirements of this engagement.

	Proposed Hours
Resource	
MCS Consultant	80
NOT TO EXCEED TOTAL	80

4. **Your responsibilities.** In addition to your responsibilities described in Section 1, "Services", above, you will, at your expense, provide us the following:
- a. access to all necessary on-site facilities, including office space, telephones, analogue modems or PPTP, computer equipment, internet access, and test and monitoring equipment;
 - b. access to and copies of relevant technical information;
 - c. access to and sufficient time with your technical, management, and other personnel as necessary for us to perform the services; and
 - d. a project leader as your primary point of contact with us and to provide technical direction to our personnel performing the services.
5. **Ownership and license.**
- a. **Products and fixes.** All products and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products. "Product" means any computer code, web-based services, product-related solutions or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party. "Fixes" means product fixes that we either release generally (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
 - b. **Pre-existing work.** All rights in any computer code or materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this work order ("pre-existing work") shall remain the sole property of the party providing that pre-existing work. During the performance of the services for this work order, each party grants to the other party (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables for your internal business operations. "Service deliverables" means any computer code or materials (other than products or fixes) that we leave with you at the conclusion of our performance of service(s). Your licenses to our pre-existing work is conditioned upon your compliance with the terms of the agreement and this work order and the perpetual license applies solely to our pre-existing work that we leave to you at the conclusion of our performance of the services.
 - c. **Developments.** Upon payment in full, we assign you joint ownership in all rights in any computer code or materials (other than products, fixes or pre-existing work) developed by us (or in collaboration with you) and provided to you in the course of performance of this work order ("developments"). "Joint ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose whatsoever, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties, except you

will only exercise your rights for your internal business operations and you will not resell or distribute the developments to any third party. These use restrictions shall survive termination or expiration of this work order or the agreement. Each party shall be the sole owner of any modifications that it makes based upon the developments.

d. **Affiliates rights.** You may sublicense the rights to the service deliverables granted hereunder to your affiliates, but your affiliates may not further sublicense these rights. Any sublicensing of the service deliverables to your affiliates as permitted by this Section 4 must be consistent with the license terms in the agreement and this work order. If "affiliate" is not defined in the agreement, it means (i) if you are a commercial entity, legal entities that you own, which own you, or which are under common ownership with you; and (ii) if you are a state or local government agency, any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; 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 your state's jurisdiction and geographic boundaries; provided that a state and its affiliates will not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates. "Ownership" means more than 50% ownership.

e. **Open source license restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "excluded license terms"), the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to excluded license terms.

Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by excluded license terms.

f. **Reservation of rights.** All rights not expressly granted in this Section 5 are reserved.

6. **Cost or Pricing Data.** We will not, under any circumstances, accept work that would require the submission of cost or pricing data.

7. **Criminal History Records Check.** Microsoft Corporation shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). If Microsoft Employee's or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274, Microsoft Corporation acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although Palm Beach County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, Microsoft Corporation shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030. Microsoft Corporation will conduct the criminal history background check on its employees and then advise Palm Beach County in writing (certified letter from Microsoft Corporation) on whether the employee passed or not. If the employee did not pass, he or she will be immediately removed from the project. Microsoft Corporation will NOT provide a copy of the report to Palm Beach County due to privacy issues. If Palm Beach County insists on receiving a copy of the report from Microsoft Corporation, Palm Beach County will perform the check itself at its expense, and under no circumstances will Palm Beach County share a copy of the report with Microsoft Corporation.

AMENDMENT No. 1 TO:
MICROSOFT CONSULTING SERVICES
WORK ORDER No. 20060670

Between

Microsoft Corporation 5335 Wisconsin Avenue, NW Suite 600 Washington DC 20015	and	Palm Beach County 301 N. Olive West Palm Beach, FL 33401
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THIS AMENDMENT No. 1 TO MICROSOFT CONSULTING SERVICES WORK ORDER No. 20060670 (the "Amendment") is made and entered into effective as of July 13, 2007 by and between the undersigned for the purpose of amending that certain Microsoft Consulting Services Work Order No. 20060670 (the "Agreement"), effective as of December 19, 2006, by and between Palm Beach County (the "Customer") and Microsoft Corporation ("MS").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The second sentence under Period of Performance on cover-page of the Work Order is deleted and replaced with the following sentence:

This work order will expire on December 31, 2007.

2. All other terms and condition shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MS.

MICROSOFT CORPORATION

By: 

David Gallagher

Director of Contracts

Title

Date

7/20/07

R2007 1384

AUG 21 2007

PALM BEACH COUNTY

By: 

Robert Weisman

County Administrator

Title

Date

7/24/07

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY 
ISS DIRECTOR

R2007 1384.1

ATTACHMENT #4
PAGE 1 OF 2AMENDMENT No. 2 TO: AUG 21 2007
PALM BEACH COUNTY'S WORK ORDER #20060670

Between

Microsoft Corporation 1 Microsoft Way Redmond, Washington 98052	<i>and</i>	Palm Beach County 301 N. Olive West Palm Beach, FL 33401
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THIS AMENDMENT No. 2 TO PALM BEACH COUNTY WORK ORDER # 20060670 ("Amendment 2") is made and entered into effective as of July 26, 2007 by and between the undersigned for the purpose of amending that certain Microsoft Services Agreement Work Order #20060670 (the "Agreement"), effective as of December 19, 2006, by and between Palm Beach County (the "Customer") and Microsoft Consulting Services Division, Microsoft Corporation ("Consultant" or "MCS").

Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement.

In consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The heading and first sentence of Section 3 are hereby deleted and replaced with the following:

Services at No Cost to the County. In addition to the billable fees referenced above, we will provide services at no cost to you, including any additional travel and living expenses for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation.

2. The table in Section 3 is hereby deleted and replaced with the following:

Resource	Proposed Hours
MCS Consultant	80
MCS Principal Consultant	100
NOT TO EXCEED TOTAL	180

3. All other terms and conditions shall remain unchanged. The Agreement shall remain in full force and effect as modified by this Amendment.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below. This Amendment is not binding until executed by MCSR 2007-1384.1
AUG 21 2007

MICROSOFT CORPORATION

By: David T. Gallagher

David T. Gallagher

Director of Contracts

Title

8-16-07

Date

PALM BEACH COUNTY

By: Robert Weisman

ROBERT WEISMAN

COUNTY ADMINISTRATION

Title

APPROVED AS TO TERMS AND CONDITIONS

BY Steve Zordella

DEPUTY DIRECTOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul F. J.
COUNTY ATTORNEY