

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	(16,989)	0	0	0	0
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	<u>(\$16,989)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Additional FTE
Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes X No

Budget Account Number(s):

Fund 000 Dept 490 Unit 1311 Object 5121

FY 2012 Microsoft Software Assurance Payment will be \$16,989 less than previously assumed.

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: Tom Keal 4/28/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

M. Diaz 5/2/11 5:00/11 Dr. J. Jacoby 5/27/11
 OMB 5/2/11 5/2/11 5/2/11 5/2/11 5/2/11
 SW 5/2/11 5/2/11
 Contract Administration

B. Legal Sufficiency:

Paul F. J. 5/31/11
 Assistant County Attorney

C. Other Department Review:

Anne M. Gannon
 Department Director
 TAX COLLECTOR

Background and Justification (continued)

PowerPoint. The County's existing Office 2007 licenses have adequate functionality for Board departments and agencies and we are entitled to use these licenses indefinitely at no further costs to the County. Any future upgrade to Office 2010 or a later version will require the County to purchase new licenses. The multi-year savings will be realized due to the discontinuation of software assurance coverage on the Office Applications licenses will more than offset the costs in the future to repurchase Office Application licenses.

The Palm Beach County Tax Collector is interested in transferring 300 Core Client Access Licenses from the County's Enterprise Agreement to establish their own separate Enterprise Agreement with Microsoft which will include software assurance for the Office Applications, thereby entitling them to upgrade to the Office 2010 products.

Amendment A serves as the basis for the Tax Collector's new Enterprise Agreement with Microsoft. By approving Amendment A, the County authorizes the transfer of 300 Core Client Access Licenses from the County's Enterprise Agreement to the Tax Collector.

Amendment B adjusts the County's number qualified software assurance Core Client Access Licenses in the third year of enrollment from 5,292 to 4,992 and authorizes a credit to be reflected in the third year payment. The total amount of the credit to the County is \$16,989 and the Tax Collector will assume responsibility for paying for these costs going forward.



Pricing Proposal
 Quotation #: 4320150
 Created On: Feb-18-2011
 Valid Until: Apr-30-2011

Palm Beach County Government

Joan Beno
 Phone:
 Fax:
 Email: jbeno@pbcgov.org

Account Executive

Thomas Naelon
 18069 SW 152nd Ave.
 Miami, FL 33187
 Phone: 305-971-5266
 Fax: 305-971-5283
 Email: thomas_naelon@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 MS Enterprise Desktop - Office Std/Win Pro/Core CAL - Full Platform SA Renewal Annual Payment MICROSOFT - Part#: A01-00039-2PBC Note: Quantity reduction pending completed transfer of licenses to PB Tax Collector.	4992	\$32.64	\$162,938.88
2 Windows Server Standard All Lng Software Assurance Volume License Microsoft - Part#: P73-00226 Note: EA Add-On Annual Payment	43	\$125.94	\$5,415.42
3 Windows Server Standard All Lng Lic/Software Assurance Volume License Microsoft - Part#: P73-00203 Note: EA Add-On Annual Payment	100	\$293.89	\$29,389.00
4 Windows Server Enterprise All Lng Software Assurance Volume License Microsoft - Part#: P72-00188 Note: EA Add-On Annual Payment	40	\$409.29	\$16,371.60
5 Windows Server Enterprise All Lng Lic/Software Assurance Volume License Microsoft - Part#: P72-00165 Note: EA Add-On Annual Payment	50	\$955.05	\$47,752.50
6 Exchange Server Enterprise All Languages Software Assurance Volume License Microsoft - Part#: 395-02504 Note: EA Add-On Annual Payment	8	\$703.35	\$5,626.80
7 Exchange Server Enterprise All Languages Software Assurance Volume License Microsoft - Part#: 395-02412 Note: EA Add-On Annual Payment	2	\$1,641.20	\$3,282.40
8 Office Comm Server Ent All Lng Software Assurance Volume License Microsoft - Part#: KPA-00235 Note: EA Add-On Annual Payment	2	\$703.35	\$1,406.70
9 Office Comm Server Std CAL All Lng Software Assurance Volume License Device CAL Microsoft - Part#: KLA-00184 Note: EA Add-On Annual Payment	1000	\$5.42	\$5,420.00
10 Sys Ctr Config Mgr Svr wSQL All Lng Software Assurance Volume License Microsoft - Part#: J4A-00155 Note: EA Add-On Annual Payment	2	\$229.42	\$458.84

11	Office SharePoint Server All Lng Software Assurance Volume License Microsoft - Part#: H04-00268 Note: EA Add-On Annual Payment	4	\$777.68	\$3,110.72
12	SharePoint Enterprise CAL All Lng Software Assurance Volume License User CAL Use Microsoft - Part#: 76N-02550 Note: EA Add-On Annual Payment	55	\$13.03	\$716.65
13	SQL Server Enterprise Edition All Lng Software Assurance Only Volume License 1 Server Microsoft - Part#: 810-04760 Note: EA Add-On Annual Payment	1	\$1,491.87	\$1,491.87
14	SQL Server Enterprise Edition All Lng Software Assurance Only Volume License 1 Processor Microsoft - Part#: 810-03307 Note: EA Add-On Annual Payment	3	\$4,151.87	\$12,455.61
15	SQL Server Enterprise Edition All Lng License/Software Assurance Volume License 1 Processor Microsoft - Part#: 810-03312 Note: EA Add-On Annual Payment	1	\$9,687.66	\$9,687.66
16	SQL Server Standard Edition All Lng Software Assurance Volume License 1 Processor Microsoft - Part#: 228-03148 Note: EA Add-On Annual Payment	8	\$996.13	\$7,969.04
17	SQL CAL All Languages Software Assurance Volume License User CAL Microsoft - Part#: 359-00961 Note: EA Add-On Annual Payment	100	\$28.39	\$2,839.00
18	Sys Ctr Ops Mgr Svr All Lng Software Assurance Volume License Microsoft - Part#: UAR-00661 Note: EA Add-On Annual Payment	2	\$100.90	\$201.80
19	Sys Ctr Ops Mgr Svr Mgmt Lic Ent All Lng Software Assurance Volume License Microsoft - Part#: UAS-00346 Note: EA Add-On Annual Payment	30	\$74.97	\$2,249.10
20	Sys Ctr Data Prtcn Mgr Svr All Lng Software Assurance Volume License Microsoft - Part#: A5S-00376 Note: EA Add-On Annual Payment	3	\$100.77	\$302.31
21	Internet Security & Accel Server Standard Ed All Languages Software Assurance Vo Microsoft - Part#: E84-00320 Note: EA Add-On Annual Payment	6	\$227.61	\$1,365.66
22	Project Server Win32 All Languages Software Assurance Volume License Microsoft - Part#: H22-00475 Note: EA Add-On Annual Payment	1	\$777.68	\$777.68
23	Project Server CAL Win32 All Languages Software Assurance Volume License User CA Microsoft - Part#: H21-00591 Note: EA Add-On Annual Payment	35	\$27.87	\$975.45
24	Project Pro Win32 All Languages Software Assurance Volume License Microsoft - Part#: H30-00237 Note: EA Add-On Annual Payment	2	\$351.91	\$703.82
25	Project Win32 All Languages Software Assurance Volume License Microsoft - Part#: 076-01912 Note: EA Add-On Annual Payment	7	\$98.19	\$687.33

26	Visio Professional Win32 All Languages Software Assurance Volume License Microsoft - Part#: D87-01159 Note: EA Add-On Annual Payment	2	\$92.39	\$184.78
27	Visio Standard Win32 All Languages Software Assurance Volume License Microsoft - Part#: D86-01253 Note: EA Add-On Annual Payment	26	\$41.81	\$1,087.06
28	MapPoint Win32 All Languages Software Assurance Volume License Microsoft - Part#: B21-00364 Note: EA Add-On Annual Payment	22	\$47.48	\$1,044.56
29	OneNote Win32 All Languages Software Assurance Volume License Microsoft - Part#: S26-00118 Note: EA Add-On Annual Payment	5	\$15.10	\$75.50
30	Windows Terminal Svcs Usr CAL All Lng Software Assurance Volume License Microsoft - Part#: TJA-00525 Note: EA Add-On Annual Payment	50	\$13.94	\$697.00
31	Windows Terminal Svcs Dev CAL All Lng Software Assurance Volume License Microsoft - Part#: TJA-00509 Note: EA Add-On Annual Payment	80	\$13.94	\$1,115.20
32	Visual Studio Pro w/MSDN Prem All Lng Software Assurance Volume License Microsoft - Part#: F1P-00100 Note: EA Add-On Annual Payment	40	\$734.97	\$29,398.80
33	Visual Studio Team Tester All Lng Software Assurance Volume License w/MSDN Microsoft - Part#: 122-00001 Note: EA Add-On Annual Payment	3	\$813.68	\$2,441.04
34	Visual Studio Team Suite All Lng Software Assurance Volume License w/MSDN Premiu Microsoft - Part#: 121-00001 Note: EA Add-On Annual Payment	6	\$1,627.35	\$9,764.10
35	Visual Studio Team Foundation Server All Lng Software Assurance Volume License Microsoft - Part#: 125-00124 Note: EA Add-On Annual Payment	1	\$387.10	\$387.10
36	Visual Studio Team Fndation Svr CAL All Lng Software Assurance Volume License Us Microsoft - Part#: 126-00196 Note: EA Add-On Annual Payment	40	\$67.23	\$2,689.20
			Shipping	\$0.00
			Total	\$372,480.18

Additional Comments

SHI Fed ID# 22-3009648

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/retumpolicy, unless there is an existing agreement between SHI and the Customer.

Microsoft Enterprise Enrollment – State and Local Amendment

Enrollment number
Microsoft to complete

6647422

Amendment ID

CTX-

000-kfuqua-S-157

ID Number
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The following new section, **Adjustment Qualified Desktop in Third Year of Enrollment**, is hereby added to the Enrollment.

The parties acknowledge and agree that due to a transfer 300 Core CAL SA-Credited Licenses to a new, separate enrollment for Palm Beach County Tax Collector, the number of qualified desktops licensed pursuant to the Palm Beach County - BOCC Enrollment ("BOCC Enrollment") shall be reduced by 300, from a previous total of 5,292 to a revised total of 4,992 (the "Revised BOCC Desktop Count") and Palm Beach County Tax Collector shall be removed from the defined enterprise pursuant to the BOCC Enrollment.

2. Payment 3, Due on October 1, 2011 shall be adjusted accordingly and Microsoft will invoice your reseller. Your reseller will invoice you in accordance with the attached Quotation# 4320150.

The price and payments quoted in the attachment cited above are provided under the express written authorization of your selected Large Account Reseller (SHI) and for budget and planning purposes only. Final price and payments are negotiated solely between you and your LAR. Microsoft makes no representation or warranty as to the price and payment quotes in this document and is not bound by these quotes.

Palm Beach County – BOCC also,

- a. Acknowledges and agrees that it has received consideration, in the form of a credit reflected in the price of the Core CAL SA referenced in the attached Quotation 4320150;
- b. Agrees that it shall not be entitled to any additional credit for amounts paid by the Transferring Entity pursuant to the BOCC Enrollment, and shall pay its reseller for all payments (if any) remaining pursuant to the BOCC Enrollment and in accordance with the adjustment made under this Amendment.

Palm Beach County has established the Office of the Inspector General ("IG") in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Microsoft, its officers, agents, employees, and lobbyists in order to ensure compliance with the requirements of this contract and detect corruption and fraud. The IG will provide reasonable prior written notice before commencing any such review and Microsoft will not be invoiced for any travel and/or expenses incurred by the IG when conducting such review.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity *	Microsoft Licensing, GP
Palm Beach County - BOCC	
Signature *	Signature 
Printed Name *	Printed Name Ellen O'Rourke
Printed Title *	Printed Title Contract Administrator
Signature Date *	Signature Date (date Microsoft affiliate countersigns) MAY 17 2011
	Effective Date (may be different than our signature date)

* indicates required field

Please sign two copies of this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

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

Prepared By: Kim Fuqua, LE

APPROVED AS TO TERMS AND CONDITIONS
 BY Steve Sordelton
ISS DIRECTOR



Pricing Proposal
Quotation #: 4354207
Created On: Mar-04-2011
Valid Until: Apr-03-2011

Palm Beach County Government

Jean-Luc Caous

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Account Executive

Thomas Naelon

18069 SW 152nd Ave.
Miami, FL 33187
Phone: 305-971-5266
Fax: 305-971-5283
Email: thomas_naelon@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Enterprise Desktop - Office Pro L/SA, Win Pro Upg/SA, Core CAL L/SA, MDOP MICROSOFT - Part#: A01-00039-PBT	300	\$231.58	\$69,474.00
2 SQL Device CAL L/SA - EA Addon Annual Payment MICROSOFT - Part#: 359-00765	300	\$66.32	\$19,896.00
3 SharePoint Server L/SA - EA Addon Annual Payment MICROSOFT - Part#: H04-00232	2	\$1,995.91	\$3,991.82
4 SQL Srv Ent L/SA - EA Addon Annual Payment MICROSOFT - Part#: 810-04764	2	\$3,481.03	\$6,962.06
5 SQL Srv Std L/SA - EA Addon Annual Payment MICROSOFT - Part#: 228-04437	2	\$363.48	\$726.96
6 Win Srv Ent L/SA - EA Addon Annual Payment MICROSOFT - Part#: 810-04764	4	\$955.05	\$3,820.20
		Total	\$104,871.04

Additional Comments

Above is the annual payment for each of the 3 years of the Microsoft Enterprise Agreement.

Florida State Contract 252-001-09-1

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Microsoft Enterprise Enrollment – State and Local Amendment

Enrollment number
Microsoft to complete

Amendment ID

CTX-	000-kfuqua-S-149
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ID Number
Microsoft to complete

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. The paragraph entitled "Effective Date" is hereby amended and restated in its entirety as follows:

Effective Date. *The effective date of this enrollment is February 1, 2011.*

2. The parties acknowledge and agree that the prices in the attached Quotation# 4354207 are based upon our prior price list from July, 2009, from which price list you originally received a quote from your reseller.
3. The parties acknowledge that the prices in the attached Quotation# 4354207 for items sold using Software Assurance renewal part numbers hereunder take into account the purchases of Software Assurance and/or License & Software Assurance Packs shown in the following table (collectively, the "Core CAL SA-Credited Licenses") which such Core CAL SA-Credited Licenses were made pursuant to Enterprise Enrollment # 6647422, in the name of Palm Beach County - BOCC (the "BOCC Enrollment"), and were fully paid for Software Assurance coverage through the BOCC's expiration date of September 30, 2011.

Prior Software Assurance and L&SA Purchases	Prepaid Coverage Expires 9/30/2011
Core CAL SA MVL Device CAL	300

You acknowledge that, as a condition of our acceptance of your enrollment (as amendment hereby), Palm Beach County - BOCC ("BOCC") must sign this amendment where indicated below, in order both to (1) signify its transfer of the Core CAL SA-Credited Licenses to you; and (2) accept the terms and conditions of such transfer, as stated in Section 5 of this amendment, below.

You agree that you will not transfer the Core CAL SA-Credited Licenses (or the underlying licenses associated with such Core CAL SA-Credited Licenses) to any other party during the term of this enrollment.

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4. Notwithstanding anything to the contrary in this enrollment, or in the Enterprise Agreement associated herewith, we will invoice your reseller for the 3-year cost of the enterprise products (and, if applicable, the additional products) licensed pursuant to your initial order under this enrollment in 3 installments. Your reseller will invoice you in accordance with the attached Quotation# 4354207.

The price and payments quoted in the attachment cited above are provided under the express written authorization of your selected Large Account Reseller (SHI) and for budget and planning purposes only. Final price and payments are negotiated solely between you and your LAR. Microsoft makes no representation or warranty as to the price and payment quotes in this document and is not bound by these quotes.

5. By its separate signature as "Transferring Entity" where indicated below, Palm Beach County - BOCC:
 - a. Represents that it is the authorized and responsible signing party pursuant to Microsoft Enterprise Enrollment # 6647422 (the "BOCC Enrollment"), which such BOCC Enrollment was executed in the name of Palm Beach County - BOCC;
 - b. Consents to its transfer, to Palm Beach County Tax Collector, of each of the Core CAL SA-Credited Licenses indicated in the table shown in Section 3 of this amendment, above, each of which was previously-licensed pursuant to the BOCC Enrollment with Software Assurance coverage prepaid through September 30, 2011;
 - c. Agrees that such transfer shall apply retroactively as of October 1, 2009 (the "Transfer Date");
 - d. Acknowledges and agrees that Palm Beach County - BOCC has received consideration, in the form of a credit reflected in the prices of its revised Payment 3;
 - e. Agrees that it shall not be entitled to any additional credit for amounts paid by the Transferring Entity pursuant to the BOCC Enrollment, and shall pay its reseller for all payments (if any) remaining pursuant to the BOCC Enrollment the Core CAL SA-Credited Licenses;
 - f. Acknowledges and agrees that, as of the Transfer Date:
 - i. The number of qualified desktops licensed pursuant to the BOCC Enrollment shall be reduced by 300, from a previous total of 5,292 immediately prior to the Transfer Date, to a revised total of 4,992 (the "Revised BOCC Desktop Count") as of the Transfer Date; and
 - ii. Palm Beach County Tax Collector shall be removed from the defined enterprise pursuant to the BOCC Enrollment;
 - g. Agrees that the quantity of qualified desktops for the final True Up Order for enterprise products, required to be placed pursuant to the BOCC Enrollment within 15 days following the September 30, 2012 expiration of the BOCC Enrollment, shall be determined based upon an increase (if any) in the number of qualified desktops, within the BOCC Enrollment's defined enterprise, over and above the Revised BOCC Desktop Count. For example, if the September 30, 2012 count of qualified desktops within the enterprise defined for the BOCC Enrollment is 5,092, then a true up order for 100 additional qualified desktops would be required;
 - h. We agree that the Core CAL SA-Credited Licenses may be transferred from the BOCC Enrollment to this enrollment (subject to the above terms and conditions), notwithstanding anything to the contrary in the BOCC Enrollment or Enterprise Agreement.

Palm Beach County has established the Office of the Inspector General ("IG") in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Microsoft, its officers, agents, employees, and lobbyists in order to ensure compliance with the requirements of this contract and detect corruption and fraud. The IG will provide reasonable prior written notice before commencing any such review and Microsoft will not be invoiced for any travel and/or expenses incurred by the IG when conducting such review.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	Contracting Microsoft Affiliate
Name of Entity * Palm Beach County Tax Collector	Microsoft Licensing, GP
Signature * <i>Anne M. Gannon</i>	Signature <i>EOR</i>
Printed Name * Anne M. Gannon	Printed Name Ellen O'Rourke
Printed Title * PBC Constitutional Tax Collector	Printed Title Contract Administrator
Signature Date * 5/19/2011	Signature Date (date Microsoft affiliate countersigns) MAY 17 2011
* indicates required field	Effective Date (may be different than our signature date)

Transferring Entity
Name of Entity * Palm Beach County - BOCC
Signature * <i>[Signature]</i>
Print * <i>[Signature]</i>
Printed Title * <i>[Signature]</i>
Signature Date * <i>[Signature]</i>

Please sign three copies of this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

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

Prepared By: Kim Fuqua, LE

APPROVED AS TO TERMS AND CONDITIONS
 BY *Steve Bordon*
 ESS DIRECTOR