

IBM Global Services

Statement of Work

for

ManageSoft Implementation Services

prepared for the

School District of Palm Beach County

June 7, 2005

IBM Global Services

IBM

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1.0 Executive Summary

IBM Global Services is pleased to provide ManageSoft Implementation Services to assist the School District of Palm Beach County (SDPBC) in the development of an Enterprise Systems Management solution.

This integrated solution provides software management for security patch management, windows migration, remote and mobile management, software deployment, asset tracking and license metering and reporting. After evaluating your needs and available products, IBM recommends the ManageSoft Bundle License suite to meet your requirements. This Statement of Work provides the architecture, design, software delivery, training, and implementation of the ManageSoft Bundle License suite. The tasks to be performed by IBM are defined in the “IBM Responsibility” section and the responsibilities of SDPBC are listed in the “School District of Palm Beach County Responsibilities” section of this document. Any changes to this SOW will be processed in accordance with the procedures described in the Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the “Estimated Schedule” section, “Total Charges” section and/or other terms of the agreement.

This SOW describes the activities associated with acquiring, installing and implementing the ManageSoft solution. The following tasks are included:

- Project Management
- Procurement of a 50,000 device ManageSoft Bundle License
 - Windows Migration
 - Remote and Mobile Management
 - Software Deployment
 - Asset Tracking
 - License Management
 - Security Patch Management
 - Business Intelligence
- 3 Years of Managesoft Maintenance
- 5 Days Tailored On-Site Training
- 10 Days System Design & Architecture
- 15 Days Installation, Configuration, and Testing Services
- 10 Days Test to Pilot Rollout Services
- 10 Days Initial Operations Support

Methodology

Implementing ManageSoft is a simple three-stage process; Engage, Implement, Manage.

Engage: In the initial engagement stage, we will work with your senior staff to reconfirm your requirements for implementing ManageSoft software, and to derive from it a set of objectives and outcomes for the implementation. This document represents the basis of some of the discussions held and agreement of required services to implement a software management solution for SDPBC.

Implement: ManageSoft systems are implemented in a three-stage ‘Rapid Realization’ process described further below. A typical implementation timeline for a medium to large organization is outlined below.

During the implementation stage, requirements are defined; an implementation architecture and design is provided for SDPBC review; development, test, and production systems are installed and configured; the production Warehouse/Definitive Software Library (DSL) is loaded; Training materials, System and Operations documentation and Test procedures are developed; Systems, Operations, and Packaging training is delivered; and a Pilot deployment is completed.

Our specialists are engaged to work along side your technical staff creating the implementation team who will work throughout the implementation stages. This provides the maximum opportunity for ManageSoft systems and operations knowledge transfer to your staff. The IBM/ManageSoft specialists are able to reduce your implementation risks by applying their experience gained across many implementations.

Our specialists will bring with them reusable project materials, developed across previous implementation projects, to expedite the development of project deliverables in the Rapid Realization process.

Manage: At the completion of a successful Pilot deployment, the ManageSoft system is ready for handover to your Network Operations and Desktop management staff for ‘Business-as-Usual’ operations.

ManageSoft Implement phase

The ManageSoft “Rapid Realization” process is completed in three stages; Plan, Prepare, and Perform.

Plan: The IBM/ManageSoft/SDPBC implementation team defines, describes, and plans all aspects of the implementation.

Deliverables from the Plan stage include an Implementation Requirements and Project Scoping document, a detailed Implementation Design document, an initial Implementation project plan, and the installation and configuration of a systems development environment.

The Plan stage for an implementation in a medium to large size organization should typically take two weeks, and involve your Implementation Project Manager and a senior technical member of your systems implementation staff.

Any hardware purchases will be taken into considerations during this phase. IBM/ManageSoft will work with SDPBC and will take into consideration additional time needed to acquire new hardware for continued implementation services. It is anticipated that SDPBC will require one administration server and will be able to use existing servers as distribution servers. The final configuration will depend upon the actual plan developed and the available SDPBC systems.

Prepare: The implementation team installs and configures the ManageSoft production and support systems, and prepares all other project deliverables.

Deliverables from the Prepare stage include a configured ManageSoft system in both the production and test/support environments; Training materials for Implementation, Operations, and Packaging training; and System Test procedures.

A final review of the implementation is conducted and any necessary adjustments to the implementation and deliverables are made.

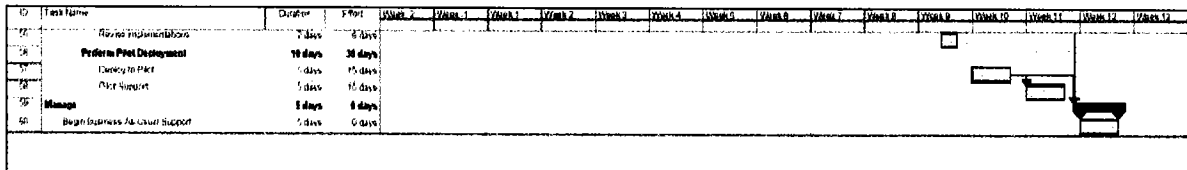
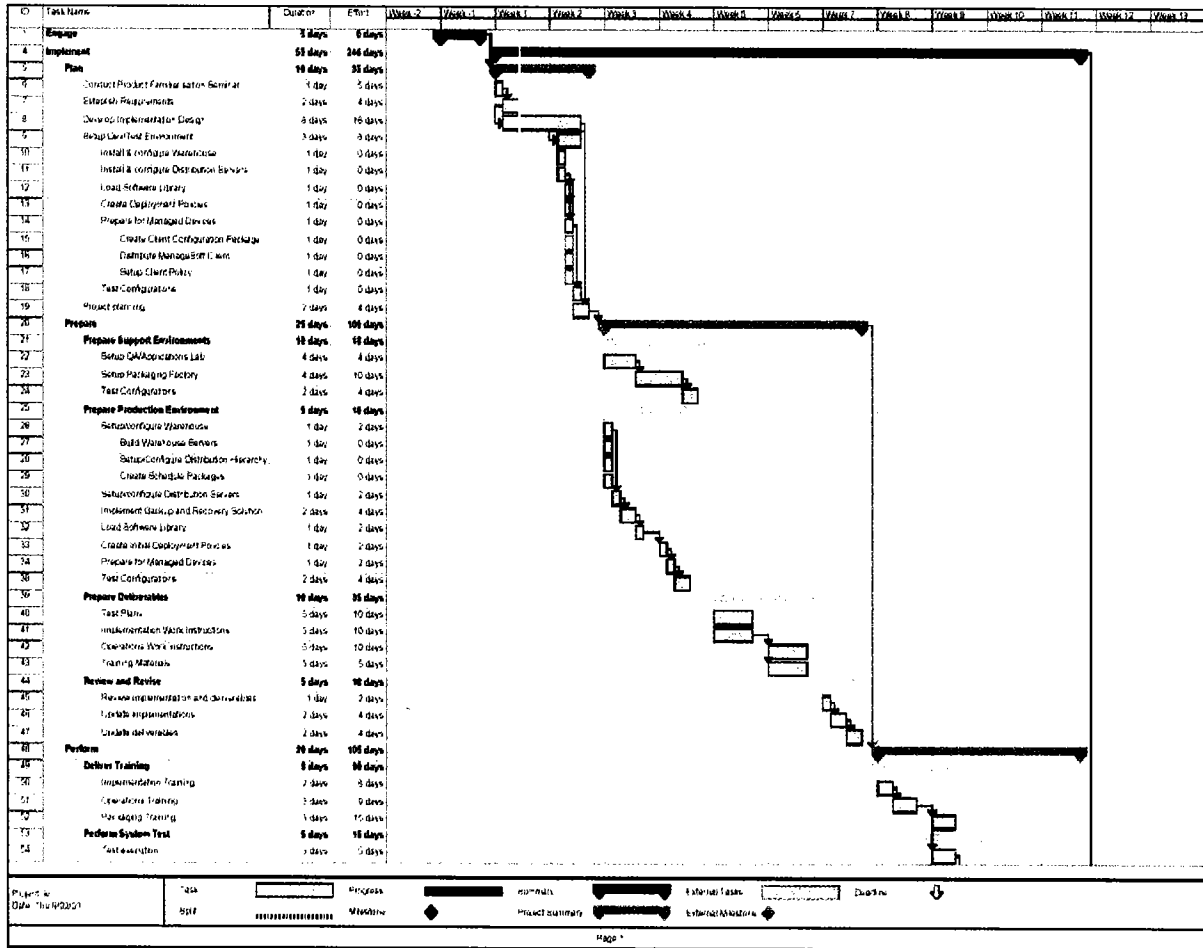
The Prepare stage will typically take two weeks in a medium to large size organization and involve all members of the implementation team.

Perform: The implementation team performs a final round of systems testing, and then completes a pilot deployment to a pilot user group.

Training in Packaging, and the on-going operational use of the ManageSoft system is delivered. System implementation training is delivered to your production support staff.

The Perform stage will typically take one week in a medium to large size organization.

The Gantt chart on the next page shows that a complete software management solution is typically delivered over a twelve (12) week period. This twelve (12) week period represents involvement by IBM/ManageSoft and SDPBC staff members.



2.0 Statement of Work

This section defines the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of the School District of Palm Beach County (“SDPBC” or “you”) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as “Project Change Control Procedure.” The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the *Agreement*.

2.1 Project Scope

IBM will provide ManageSoft Implementation Services as defined in this Statement of Work (“SOW”). These services consist of initial solution development, software licenses, training, implementation, and ongoing support.

2.2 Key Assumptions

This SOW and IBM's estimates to perform the SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in the Project Change Control Procedure.

2.2.1 Implementation Specific Assumptions

1. ManageSoft Implementation will include packaging of a sample set of applications (1 to 2 applications to be identified by SDPBC prior to services commencement) through test and pilot phases. Software packaging for production deployment is expected to be performed by SDPBC staff members.
2. IBM/ManageSoft accepts no responsibility for the rollout of security patches or application software and any platform interoperability conflicts that may occur. IBM/ManageSoft will assist in providing the infrastructure to deliver and trigger the installation of security patches and software to end-point machines.
3. ManageSoft Implementation Services consists of a standard implementation engagement and does not allow for any customizations (i.e. Customizations for; ManageSoft client selector, Portal pages, reporting, etc.). All customizations are considered out of scope for this engagement.
4. For ManageSoft support services (maintenance), IBM is acting solely as an agent to ManageSoft Corporation in facilitating the transaction and has no ongoing obligations or liabilities related to such transaction. If SDPBC requires support services extension, it will be their responsibility to contact the manufacturer directly. Should SDPBC elect to modify or extend services procured on their behalf, it will be their responsibility to initiate such transaction.

5. SDPBC has or will have met ManageSoft's minimum hardware requirements prior to the start of this implementation phase.

2.2.2 General Assumptions

1. Work under this SOW will be performed at SDPBC and IBM locations. SDPBC will be charged a fixed cost for all services outlined within this document.
2. Work under this contract will be performed during normal business hours (7:30 a.m. and 4:30 P.M.) unless otherwise mutually agreed upon by IBM and SDPBC.
3. SDPBC will provide the IBM/ManageSoft personnel with workspace and access to telephone services and network connectivity.
4. All tasks, within a phase, will be performed over a consecutive time frame unless otherwise agreed upon by both IBM and SDPBC.
5. Only the defined scope of work and material is covered by the price listed and all prices in this SOW are being offered as a total package. Any variations on the configuration could result in price differences.
6. This statement of work does not include the procurement and installation of Servers, Laptops or Personal Computers.
7. For any issues regarding the return of Products provided under this Statement of Work, you will deal directly with IBM.

2.2.3 ManageSoft Hardware Requirements:

In addition to the minimum ManageSoft Component requirements described in the following table below, it is important for the SDPBC to have warehouse server hardware to support 50,000 machines for processing information in a timely manner.

1. Recommended ManageSoft Warehouse Web Server:

Processor: Pentium 4 3Ghz+ processor

RAM: 1Gig

Hard Disk: 6Gig


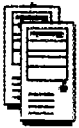

2. Recommended ManageSoft Warehouse Data & Core Servers:

Processor: Pentium 4 3Ghz+ processor (preferable dual or quad processor)

Hardware Raid controller

RAM: 2Gig

Hard Disk: 200Gig

ManageSoft Component	Hardware Requirements	Operating System Requirements	Software Requirements
ManageSoft Warehouse Servers 	<ul style="list-style-type: none"> ▪ Intel Pentium® PC or compatible ▪ 512 MB RAM or higher (recommended) ▪ 70 MB of available disk space (minimum) 	Microsoft Windows 2000 or 2003 Server (recommended), Microsoft Windows 2000 Professional, Microsoft Windows XP Professional, Windows NT 4.0 Server, Service Pack 6a or later (however, no support for Active Directory or .NET Reports) Screen resolution must be 1024 x 768 pixels or higher	MS Internet Explorer 5.0+ MS Secure Internet Information Server (IIS) Microsoft Data Access Server (MDAC) Microsoft Office Web Components Microsoft .NET Framework Microsoft Internet Explorer Web Controls Microsoft SQL Server 7.0+, or Microsoft SQL Server Data Engine (MSDE) 1.0 or later
ManageSoft Distribution Servers/ Locations 	<ul style="list-style-type: none"> ▪ Intel Pentium® PC or compatible ▪ 64 MB RAM (minimum), 128 MB RAM or higher (recommended) ▪ Enough disk space to hold the applications being hosted on the server 	Any web, ftp or file server, including the following: <ul style="list-style-type: none"> ▪ Windows XP Professional, Windows 2000/2003, Windows NT4 Server (Service Pack 6a or greater) ▪ File space on Windows 98/95/3.x, Apple MacOS, Linux (all distributions), UNIX releases 	MS Internet Explorer 5.0+
ManageSoft Client 	<ul style="list-style-type: none"> ▪ Intel Pentium® PC or compatible ▪ 25 MB of available disk space at least 	<ul style="list-style-type: none"> ▪ Windows XP Professional/ Home ▪ Windows 2000/2003 Professional/ Server ▪ Windows NT4 Workstation (SP4 or greater)/ Server (SP4 or greater) ▪ Windows Millennium/ 98/ 95 ▪ Screen resolution must be 800 x 600 pixels or higher 	MS Internet Explorer 5.0+ Windows Management Instrumentation (WMI) [optional]

2.3 IBM Responsibilities

2.3.1 Project Management

IBM will develop the project plan and Project Management procedures for implementing the solution in the ManageSoft Implementation Project. The term “Project Management” refers to the premise that IBM will designate an individual who will have overall responsibility and accountability to meet agreed upon quality, schedule and technical objectives of the project. In addition, each party will assign an individual to the project to act as their respective representative with responsibility for specific operational roles as described below and further delineated in the project plan (“Project Manager”). Based upon the scope of the work and the materials to be provided under the project, our respective Project Managers may be assigned to oversee more than one (1) project at a time but will not be replaced without the written approval by SDPBC of his or her replacement.

IBM will assign a Project Manager who will be responsible for the following:

1. Overall management responsibility for the project which includes planning, directing, and monitoring all project activities.
2. Developing the detailed project plan for each phase in conjunction with SDPBC’s Project Manager.
3. Meeting with SDPBC staff to understand existing environment and requirements.
4. Providing the project plan for the ManageSoft Implementation Project.
5. Scheduling milestones (i.e., date to complete installation, date to complete training, etc.).
6. Maintaining files of the project plan and any associated documentation.
7. Establishing the project team and providing direction to team members regarding the project management process and the project plan, including individual responsibilities, materials, schedules, etc.
8. Being the primary point of contact to SDPBC for establishing and maintaining communications through their Project Manager.
9. Defining and monitoring the support resources required for the project so that these resources are available as scheduled.
10. Measuring, tracking and evaluating progress against the project plan.
11. Resolving deviations from the project plan with SDPBC’s Project Manager.
12. Administering and being accountable for project change control in conjunction with SDPBC’s Project Manager.
13. Providing status reports to SDPBC that provide information such as schedule status, technical progress, issue identification and related action plans.

Deliverable Materials

- Project Status Reports

Completion Criteria

This task will be complete when IBM has performed the following tasks:

The tasks identified in this section of the SOW are completed and deliverables have been made.

2.3.2 ManageSoft Licenses and Support

IBM will provide a desktop software management solution using the ManageSoft Bundle License by providing the following:

1. IBM will manage the procurement of the ManageSoft Bundle License for 50,000 devices that includes the following modules:
 - Windows Migration
 - Remote and Mobile Management
 - Software Deployment
 - Asset Tracking
 - License Management
 - Security Patch Management
 - Business Intelligence
2. IBM will manage the procurement of ManageSoft Software Support for the above purchased licenses covering three years. This service provides 5x10 (Monday through Friday, 8:00a.m. to 6:00p.m. local time) software support maintenance.
3. IBM will provide the ManageSoft Software License Agreement, Certificates and Addendums for SDPBC's signature.

2.3.3 ManageSoft Training, Design & Architecture, Implementation, and Initial Support

2.3.3.1 Tailored On-Site Training

The standard ManageSoft training course covers all areas of ManageSoft product functionality, configuration, installation and troubleshooting. This training course is intended for system administrators who will assist in the installation and configuration of the ManageSoft end-to-end solution and will be responsible for on-going management. Three to six participants is recommended.

Students work through practical laboratory exercises to build competency in the relevant technologies. Training modules covered include (but are not limited to) the following:

- ManageSoft product introduction
- Setting up the control center (Warehouse)
- Packaging introduction
- Distribution
- Managed Device (Client) settings
- Scheduling
- Policy Management
- Package Level filtering
- Logging and Reporting
- Customizing and extending ManageSoft
- Operations
- Troubleshooting

Deliverable Materials

- Training materials for Implementation, Operations, and Packaging training.
- Attendance roster of SDPBC students who are designated for the ManageSoft training.

Completion Criteria

This task will be complete when IBM has performed the following tasks:

- The tasks identified in this section of the SOW are completed and deliverables have been made.

2.3.3.2 System Design & Architecture

Initial workshops will be held with key IBM/ManageSoft and SDPBC staff to enable appropriate architecture and design decisions. Based on these discussions, appropriate design and architecture plans are developed so that the ManageSoft solution is implemented to meet the business needs and requirements of SDPBC.

The estimated schedule for this activity is 10 days.

A formal implementation design document is created which will be comprised of details on the following:

- Implementation architecture, placement of warehouse servers and distribution servers.
Distribution hierarchy.
- Configuration details for ManageSoft product installations:
 - Warehouse configurations.
 - Distribution server (active and passive) configurations as applicable.
 - Client machine configurations (supporting all needed platforms).
- Network protocols (http, https, ftp, file, unc, etc.) to be used for communication:
 - Protocol Client retrieval of policy information and software packages.
 - Upload of installation logs, inventory, security compliance client files.
- Security considerations:
 - Connectivity.
 - Download and upload of information.
 - Digital signing of packages if applicable.
- User interface for ManageSoft client machines as required:
 - Visibility of control panel applet if required.
 - ManageSoft selector visibility if required.
- Configuration and frequency of client schedules, for:
 - Applying policy.
 - Performing inventory.
 - Updating schedules.
 - Uploading log files (for software installation, inventory, security patch compliance, etc).
- Fail over algorithms if applicable for clients to automatically fail over to alternate distribution points and under what conditions.

-
- ManageSoft netSelector algorithm(s) for appropriately finding the required distribution point for software installation etc.
 - Applicable bandwidth management for all ManageSoft components.
 - Laptop and mobile user configurations.
 - ManageSoft client rollout mechanism.

Deliverable Materials

- Implementation Design Document.

Completion Criteria

This task will be complete when IBM has performed the following tasks:

- The tasks identified in this section of the SOW are completed and deliverables have been made.

2.3.3.3 Installation, Configuration, and Testing Services

The objective of this phase is to install the ManageSoft solution according to the Implementation Design document in the lab/test environment. All end-to-end functionality of the ManageSoft product will be installed, configured and tested to ensure that the production installation and rollout will meet the required business needs of SDPBC.

The estimated schedule for this activity is 15 days.

Deliverable Materials

- Installation and configuration of a systems development environment.
- System Test procedures.
- Configured ManageSoft system in test/support environments.

Completion Criteria

This task will be complete when IBM has performed the following tasks:

- The tasks identified in this section of the SOW are completed and deliverables have been made.

2.3.3.4 Test to Pilot Rollout Services

Following the successful lab/test implementation of a ManageSoft solution, the ManageSoft system will be installed on production servers. A small number of production distribution servers will be installed and configured and rollout of the ManageSoft client software will be delivered to a small group of production pilot users. ManageSoft recommends that no more than 50 pilot users be initially used in a production environment.

The estimated schedule for this activity is 10 days.

Deliverable Materials

- Configured ManageSoft system in both the production and test/support environments.

Completion Criteria

This task will be complete when IBM has performed the following tasks:

- The tasks identified in this section of the SOW are completed and deliverables have been made.

2.3.3.5 Initial Operations Support

Finally, ManageSoft operations knowledge transfer will be delivered to SDPBC staff members to continue with the rollout of the ManageSoft client software and perform day to day operations tasks.

The estimated schedule for this activity is 10 days.

Deliverable Materials

- None

Completion Criteria

This task will be complete when IBM has performed the following tasks:

- The tasks identified in this section of the SOW are completed and deliverables have been made.

2.4 SDPBC Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided at no charge to IBM. IBM's performance is dependent upon the following responsibilities being fulfilled by SDPBC. SDPBC will:

1. Assign a SDPBC manager to administer Project Change Control in accordance with the Project Change Control Procedure.
2. Provide timely information, data, decisions, approvals, and resolve issues in the SDPBC organization, as necessary.
3. Provide appropriate personnel to support user related project tasks such as SDPBC systems administration, application support, end user requirements, and all SDPBC systems interfaces.
4. Provide suitable meeting rooms and office space, office supplies, furniture, telephone and other facilities equivalent to those provided to SDPBC personnel for the IBM project team while working on SDPBC premises.
5. Provide all necessary machine time, related services, and supplies required to support project tasks. SDPBC must have a lab/test environment configured that mirrors the production environment as close as possible.
6. Ensure all production server machines have been identified and full administrative access is available. The ManageSoft Warehouse will be configured by IBM in a three system environment, requiring three servers for central control. This will allow for best performance and scalability meeting the requirements of a rollout to support 50,000 end-point desktop machines. The three system environment will consist of a separate core warehouse server, a data server (with MS SQL installed) and a web server.
7. Ensure the ManageSoft Warehouse server in both test and production environment has internet access to the Microsoft website for automatic downloading of Microsoft security bulletins.
8. Ensure authorization for 3rd party software installation is granted on production servers, including; ManageSoft, Active Directory (black box if necessary), .NET, MS, IIS, and MS SQL Server.
9. Ensure required SQL authentication on the SQL production server and an SQL user account for ManageSoft transactions.
10. Ensure remote access to site servers and desktops are available.
11. Execute the ManageSoft Software License Agreement, Certificates and Addendums provided by IBM.

2.4.1 Security, Laws, Regulations, and Statutes

1. SDPBC is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. SDPBC is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect SDPBC application systems or programs which IBM will have access to during this project.
3. It is the responsibility of SDPBC to assure that the resulting systems and programs meet the requirements of those laws.

2.4.2 Required Consents

SDPBC shall be responsible for promptly obtaining and providing to IBM all “Required Consents” necessary for IBM to access, use and/or modify software, hardware, firmware and other products used by SDPBC for which IBM shall provide services hereunder. A Required Consent means any consents or approvals required to give IBM and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) SDPBC’s or a third party’s software, hardware, firmware, and other products used by SDPBC without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

For this engagement, SDPBC releases IBM, its subsidiaries, affiliates and subcontractors, from any and all liability for all claims, losses, liabilities and damages (including reasonable attorneys’ fees and costs) arising from or in connection with any claims (whether stated in contract or tort, including but not limited to all claims for patent and copyright infringement) made against us, arising from or alleged to have occurred as a result of SDPBC’s failure to provide any Required Consents.

IBM shall be relieved of the performance of any obligations that may be affected by SDPBC’s failure to promptly obtain and provide any Required Consents to IBM.

2.4.3 Business Contact Information

The SDPBC agrees to allow IBM and its subsidiaries to store and use its contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its subsidiaries for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

2.5 Deliverable Materials

Type I None

Type II

1. Project Status Reports
2. Training materials for Implementation, Operations, and Packaging training.
3. Attendance roster of SDPBC students who are designated for the ManageSoft training.
4. Implementation Design Document.
5. Installation and configuration of a systems development environment.
6. System Test procedures.
7. Configured ManageSoft system in test/support environments.
8. Configured ManageSoft system in both the production and test/support environments.

2.6 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM provides the services specified in the Charges section of this SOW or in any subsequent Change Authorization,
- or
- SDPBC or IBM terminates the Project in accordance with the provisions of the *Agreement*.

2.7 Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
2. The designated SDPBC Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
3. Both SDPBC and IBM managers will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the Managers will sign the PCR which will constitute approval for the investigation charges. IBM will invoice SDPBC for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the *Agreement*.
4. A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

2.8 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 1, 2005

Estimated End Date: October 30, 2005

See Attachment A for Project Work Plan

2.9 Charges

2.9.1 Product and Implementation Charges

Product & Services	Price
ManageSoft Bundle License (up to 55,000 Devices including up to 1,000 Servers)	\$ 827,500
Three Years Annual Software Support	\$ 248,250
One week Project Management, Training & Support Services	\$ 54,302
Sub Total:	\$ 1,130,052
Implementation Services	Price
System Design and Architecture	
Installation, Configuration, and Testing	
Testing and Pilot Rollout	
Initial Operations Support	
Knowledge Transfer and Documentation	
Sub Total:	\$ 197,545
Total:	\$ 1,327,597

SDPBC will be invoiced as follows:

Upon system Software installation and one week training	\$ 1,130,052.00
Upon completion of Implementation services	\$ 197,545.00

2.9.2 Follow-on Purchases

Product Licenses

The ManageSoft License charges in this agreement are based upon the Special Bundle purchase for 50,000 licenses to include up to 1,000 servers. Since the actual inventory is uncertain at this time, SDPBC may install up to 5,000 additional licenses without additional charge. This discounted price per license will be extended to SDPBC for a period of seven years after the effective date of the license agreement, provided they are purchased in minimum lots of 500. Pricing increases will be limited to the consumer price index rate and assessed on an annual basis.

Annual Software Support

This agreement includes the first three years of ManageSoft Annual Software Support at the discounted rate of 10% of the discounted license charge.

For the next seven years, SDPBC may purchase Annual Software Support for the initial licenses up to 55,000 and additional licenses purchased at the same discounted rate of 10% of the discounted license charges. Pricing increases will be limited to the consumer price index rate and assessed on an annual basis.



3.0 IBM Statement of Work - Services

IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space below on or before June 30, 2005.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work, and 2) the IBM Customer Agreement (ICA #HR69174).

Agreed to: **The School Board of Palm Beach County, Florida**

By: _____

Thomas E. Lynch, Chairman

Date: _____

Attest:

By: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____

Agreed to: **International Business Machines Corporation Armonk, New York 10504**

By: _____

Authorized Signature

Name (type or print) Ross E. Mead

Date: 06/14/05

Reviewed and approved for form and legal sufficiency

Signature of Legal Services Designee

Signature _____

Print Name _____

Stephen C. Shocket

Customer Number: **6873401**

Reference Agreement Number:

Reference Statement of Work number:

Change Authorization Number:

IBM Office Number: NFS

Customer Address: **3344 Forest Hill Blvd,
West Palm Beach, FL 33406**

IBM Office Address: **8051 Congress Ave
Boca Raton, FL 33487**

Attachment A

IBM/ManageSoft Project

Project Work Plan

School Board of Palm Beach County, FL

April 18, 2005

1.0	Training – 5 Days	22
2.0	System Design & Architecture – 10 days	23
2.1	PHASE 1 - TECHNICAL MEETING WITH THE FOLLOWING GROUPS – 3 DAYS	23
2.2	PHASE 2 - DESIGN & ARCHITECTURE IMPLEMENTATION DESIGN DOCUMENT – 3 DAYS	23
2.3	PHASE 3 – TEST & VALIDATE DESIGN STRATEGY - 3 DAYS	24
2.4	PHASE 4 – DELIVER DESIGN DOCUMENT TO PALM BEACH COUNTY PUBLIC SCHOOLS – 1 DAY	24
3.0	Installation, Configuration & Testing Services – 15 days	25
3.1	PHASE 1 – INSTALLATION OF ADMIN SERVER & DISTRIBUTION SERVERS - 5 DAYS	25
3.2	PHASE 2 – VERIFY AD CONFIGURATION – 5 DAYS	25
3.3	PHASE 3 – TESTING SERVICES 5 DAYS	26
4.0	Test to Pilot Rollout Services – 10 days	27
4.1	PHASE 1 – DISCOVERY & ADOPTION	27
4.2	PHASE 2 – ADD PACKAGES TO GPO	27
4.3	PHASE 3 – UPDATE POLICY AND VERIFY INSTALLATION	27
4.4	PHASE 4 – VERIFY COMPLETION OF TEST PILOT	27
5.0	Initial Operations Support – 10 days	28
5.1	PHASE 1 – TRANSFER FROM TEST PILOT TO PRODUCTION ROLLOUT	28
5.2	PHASE 2 – PALM BEACH TEAM PERFORMING THE DISCOVERY AND ADOPTION OF PRODUCTION	28
5.3	PHASE 3 – PALM BEACH TEAM ADD PACKAGES TO GPO	29
5.4	PHASE 4 – PALM BEACH TEAM UPDATE POLICY AND VERIFY INSTALLATION	29
5.5	PHASE 4 – VERIFY COMPLETION OF PRODUCTION PILOT	29

1.0 Training – 5 Days

Estimated level of support – 80 hours

Staffing - 2

This course combines the ManageSoft Core course and the ManageSoft Security Patch Management course into 5 days.

- System Overview
- Central Management Server and Software Library
- Introduction into Packaging
- Distribution Day1
- Schedule
- Policies
- Discovery and Zero-Touch Inventory
- Client Adoption
- Remote Execution Day2
- Reporting
- Licensing
- Security Patch Management Day3
- Bulletins and Patches – Packaging Patches
- Release Management – Policies and Patches
- Patch Compliance Reporting Day4
- Trouble shooting Software Management
- Trouble shooting Security Patch Management Day5

2.0 System Design & Architecture – 10 days

Estimated level of support – 280 hours

Staffing – 3.5

2.1 Phase 1 - Technical meeting with the following groups – 3 days

- Network (LAN\WAN) and any group responsible for routers.
 - Discussion on WINS, DNS, Connectivity to all schools.
 - Verify connectivity to schools and desktops, review the ManageSoft process on how we adopt clients.
 - Review new procedure and validate with team
 - Sign off
- Security
 - Review current procedure
 - Explain how SPM & XML process works for patches (Desktops and Office)
 - Review new procedure and validate with team
 - Sign off
- Active Directory
 - Discussion on Organizational Units (OUs) and Group Policy Objects (GPO). Review the current structure and possibly make changes or recommendations
 - Explain adding packages to Group Policy Objects (GPOs)
 - Review Policy Merging
 - Review new procedure and validate with team
 - Sign off

- Administrators
 - Review with team assigned to MangeSoft the final decision made from the kickoff meeting. Make changes if needed.
 - Review new procedure and validate with team
 - Sign off

2.2 Phase 2 - Design & Architecture Implementation Design Document – 3 days

This is a deliverable that MangeSoft will provide to Palm Beach County Public Schools.

A formal implementation design document is created which will be comprised of the details from the kickoff meeting and any recommendations by MangeSoft, the document will contain the following:

- Implementation architecture, placement of warehouse servers and distribution servers. Distribution hierarchy.
- Configuration details for ManageSoft product installations:

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- Network protocols (http, https, ftp, file, unc, etc.) to be used for communication:
 - Security considerations:
 - User interface for ManageSoft client machines as required:
 - Configuration and frequency of client schedules
 - Fail over algorithms.
 - ManageSoft netSelector algorithm(s).
 - Applicable bandwidth management for all ManageSoft components.
 - Laptop and mobile user configurations.
 - ManageSoft client rollout mechanism.

2.3 Phase 3 – Test & validate design strategy - 3 days

Test connectivity to at least 2 schools and verify that there are no network or security issues

- Test IPC\$ connectivity
- Verify connectivity using Web Servers and File Copy using algorithm
- Verify network topology and location of distribution servers
- Verify all hardware requirements and installation procedures

Review final design with all groups

- Review AD process
- Review process for adding Security Patches
- Review Distribution of packages and how clients receive packages
- Review any issues with AD, Security, and make adjustments

2.4 Phase 4 – Deliver Design Document to Palm Beach County Public Schools – 1 day

Completion

- Make changes to document if needed
- Sign off by Palm Beach County Public Schools and ManageSoft

3.0 Installation, Configuration & Testing Services – 15 days

Estimated level of support – 420 hours

Staffing – 3.5

3.1 Phase 1 – Installation of Admin Server & Distribution Servers - 5 days

- Installation of Test
- Installation of Production
- Admin Server Installation
 - Location of Warehouse and Software Library
 - Location of Database
 - 1 Box, 2 Box, 3 Box architecture
- Hardware configuration
- Operating system configuration
- Pre-requisite software
- Installation options
- Post installation configuration
- Security Patch Management Installation
- Pre-requisite software
- ManageSoft Software
- Installation options
- Post installation configuration
 - Distribution groups
 - ManageSoft schedules
- Computer Schedules
- Server machine schedules
- Backing up your system
- Setup of Test Environment 5-10 PCs
- Installation of Test Distribution Server (1-2)
- Test Client setup and configuration (5-10 clients)
- Verify setup

3.2 Phase 2 – Verify AD configuration – 5 days

- Add computers to Test and Production Organizational Units (OUs)
- Create Group Policy Objects (GPOs) for Test and Productions
- Add packages to Group Policy Objects (GPO's)
- Update database
- Distribute packages that are in policy
- Verify through reporting

3.3 Phase 3 – Testing Services 5 days

- Test all scheduled tasks
- Test Discovery and Remote Execution
 - Small pilot group of desktops
- Test Zero touch inventory
 - Small pilot group of desktops
- Test Distribution
 - Schedule
 - Manage device settings
- Test Distribution Groups
- Test Security Patch Updates
- Test OU's
- Test GPO's
- Test Distribution of packages
- Verify Policy Merge
- Verify Reporting and Reporting Services
- Test Exporting of reports to excel, adobe or cvs
- Verify Hierarchy

4.0 Test to Pilot Rollout Services – 10 days

Estimated level of support – 270 hours

Staffing – 3.5

This is not broken out by days because the days needed to do a test pilot need to be flexible in case of any issues with one of the phases described below.

4.1 Phase 1 – Discovery & Adoption

Discovery of Pilot group

Adopt 50 desktops

Verify client successfully installed

Perform a remote execution

- Inventories
- Policies

Verify schedules

Verify Policy

4.2 Phase 2 – Add packages to GPO

Add packages to policy

- MBSA 1.2
- Office Security Settings
- Windows Security Settings

Distribute packages

- Verify packages successfully

4.3 Phase 3 – Update Policy and verify installation

Verify clients successfully installation

- Update policy
- Verify proper distribution point connectivity
- Verify installation of all packages
- Verify Report
- Troubleshoot if needed

4.4 Phase 4 – Verify Completion of Test Pilot

Verify Rollout completed

- Sign off

5.0 Initial Operations Support – 10 days

Estimated level of support – 240 hours

Staffing - 3

The Initial Operations Support aspect of the project is two fold; first to provide a process of adopting and managing computers in a staged rollout approach, second to perform a knowledge transfer to the Palm Beach team and have them drive the project from this point on. The focus here is verify that Palm Beach can continue the project and become self-sufficient without IBM/ManageSoft.

This is not broken out by days because the days needed to do a test pilot need to be flexible in case of any issues with one of the phases described below.

5.1 Phase 1 – Transfer from Test pilot to production rollout

Knowledge transfer to Palm Beach Team

- Verify all internal processes with team members, rolls and responsibilities
- Document any changes

5.2 Phase 2 – Palm Beach Team performing the Discovery and Adoption of Production

Discovery of Production – Adopt 1 large school and 1 small school

Adopt #300 desktops at a large school

Adopt #100 desktops at a small school

Verify client successfully installed

Perform a remote execution

- Inventory
- Policy
- Verify schedules
- Verify Policy

5.3 Phase 3 – Palm Beach Team Add packages to GPO

Add packages to policy

- MBSA 1.2
- Office Security Settings
- Windows Security Settings

Distribute packages

- Verify packages successfully

5.4 Phase 4 – Palm Beach Team Update Policy and verify installation

Verify clients successfully installation

- Update policy
- Verify proper distribution point connectivity
- Verify installation of all packages

Verify Reports

Trouble shoot if needed

5.5 Phase 4 – Verify Completion of Production Pilot

Verify Rollout completed

- Sign off