Statement of Work

for

Project Change Request 003

**Extended ManageSoft
Implementation Services**

prepared for the

School District of Palm Beach County

April 19, 2006

IBM Global Services

IBM

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1.0 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)* HW92460 dated June 29, 2005. 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*.

1.1 Project Scope

SDPBC has requested assistance from IBM to provide additional implementation services in support of their ManageSoft Implementation project. The purpose is to assist the previous and newly assigned SDPBC IT staff members in continuing the project and gaining additional skills in patch distribution, software packaging, and process practices.

IBM will provide ManageSoft Implementation Services as defined in this Statement of Work ("SOW").

1.2 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.

1.2.1 Implementation Specific Assumptions

1. SDPBC has a lab/test environment configured that mirrors the production environment as close as possible. This will minimally consist of one Admin server, a distribution server and some workstations. If not test environment are in place, test in production will be limited to a small pilot.

2. All production server machines (Admin Server and distribution servers for pilot rollout) have been identified and full administrative access is available.

3. The ManageSoft Admin server in both test and production environment has internet access to Microsoft website for automatic downloading of Microsoft security bulletins.

4. Authorization for 3rd party software installation is granted on production servers, including; ManageSoft, Active Directory, .NET, MS IIS, and MS SQL Server. This will be done in accordance with production control procedures at Boeing SDS.

5. Remote access to site servers and desktops are available.

6. This engagement will not include the packaging of any software applications; this is assumed to be performed by SDPBC staff members.

7. IBM accepts no responsibility for the rollout of security bulletins/patches or application software and any platform interoperability conflicts that may occur. IBM will ensure the infrastructure is in place to deliver and trigger the installation of security patches and software to end-point machines.

8. The IBM consulting as scoped in this document 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.

1.2.2 General Assumptions

1. Work under this SOW will be performed at SDPBC and IBM or ManageSoft 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 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. This statement of work does not include the procurement and installation of Servers, Laptops or Personal Computers.

1.3 IBM Responsibilities

1.3.1 Project Management

IBM will continue to provide Project Management support.

Deliverable Materials

*   Project Status Reports

Schedule

*   Ongoing though the scheduled end date

1.3.2 Change Process Assistance

IBM will provide assistance and recommendations to SDPBC in the process of patch management in a similar K12 school environment.

Deliverable Materials

- Sample process documentation

Schedule

- Three days to be determined by project team

1.3.3 Tailored On-Site Training

The tailored 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. This will be done for a small number participant as it will be "one on one" training.

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
- Security Patch Management
  - o Review current procedure
  - o Explain how SPM & XML process works for patches (Desktops and Office)
  - o Review new procedure and validate with team
  - o Sign off
- Policy Management
- Package Level filtering
- Logging and Reporting
- Customizing and extending ManageSoft
- Operations
- Troubleshooting

Deliverable Materials

- Training materials for Implementation, Operations, and Packaging training.

Schedule

- The total time for 1.3.3 and 1.3.4 is six weeks.

1.3.4 On-going Implementation

Roll out of client agent software will only be done to ManageSoft desktops identified through the auto discovery mechanism. The client agent rollout will be staged over time to ensure a smooth rollout and in line with best practice methodologies.

This includes the following:

- Validate the Admin Server Configuration
- Perform staged discovery of the network
- Install and configure distribution servers
- Adopt workstations
- Validate client and package installation through the reporting

Deliverable Materials

- Training materials for Implementation, Operations, and Packaging training.

Schedule

- The total time for 1.3.3 and 1.3.4 is six weeks.

1.3.5 Packaging Training

The Packaging training course covers all areas of Packaging with ManageSoft.

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

- Packaging Overview
- Package Factory
- Native ManageSoft Packages
- Package Settings
- Packaging MSIs
- MSI Customizations
- 3rd Party Packages
- Packages Features
- Callouts
- Package Troubleshooting

Schedule

- Three days to be determined by project team.

1.3.6 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.

1.4 Deliverable Materials

Type I None

Type II

1. Project Status Reports
2. Training materials for Implementation, Operations, and Packaging training.
3. Sample process documentation

1.5 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*.

1.6 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.

1.7 Estimated Schedule

The estimated schedule is:

Estimated Start Date: April 20, 2006   Estimated End Date: June 30, 2006

1.8 Charges

Additional Support and Training $ 77,900

2.0 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 May 15, 2006.

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 #HW92460 dated June 29, 2005).

Agreed to: **The School Board of Palm Beach County, Florida**	*Agreed to :* **International Business Machines Corporation Armonk, New York 10504**
By:	By:
_____	_____
Thomas E. Lynch, Chairman	Authorized Signature
	Name (type or print)
Date: _____	Date: _____
Attest:	
By: _____	
Arthur C. Johnson, Ph.D., Superintendent	
Date: _____	

**Reviewed and Approved
as to Legal Sufficiency**
(signature) 3-16-06

Customer Number: **6873401**

Reference Agreement Number: HW92460

Reference Statement of Work number: .

Change Authorization Number: **PCR 003**

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