Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 2004/707

1. REQUESTED MOTION:

ACTION REQUESTED: 1) Approve award of Project # EX050137, the purchase of Microsoft full platform enterprise license for County-wide use for ITG through an enterprise agreement offered on Florida State Contract No. 255-001-01-1 from Software House International; and authorize the Board Chairman on behalf of the BOCC to execute and sign the accompanying contracts. The term of the agreement is three years at a total cost of: \$1,037,790 (\$345,930 X 3 years). Further, since new computers/users are constantly being added to the County's network; authority is requested to expend a not-to-exceed amount of \$25,000 for year one; \$30,000 for year two; and \$35,000 for year three to cover additional machines which will require licensure.

- 2) Approve change order #14 to Lee County contract no. 2778 with Atos Origin under CN-02-28, Information Technology and Telecommunications outsourcing services and provide consulting services for the Microsoft migration. \$410,000
- 3) Approve the purchase of a storage area network/ network attached storage device \$299,500 from Dell under the WSCA pricing agreement.

WHY ACTION IS NECESSARY: Purchases over \$50,000 must be approved by the Board.

<u>WHAT ACTION ACCOMPLISHES</u>: Allows ITG to migrate to Microsoft product across the bulk of the network, eliminating the need for Novell software, reducing the Oracle licenses and decreasing the number of servers running Oracle; resulting in a savings to taxpayers of approximately \$1.5 million over the next five years (please see Attachment #1 – Executive Summary).

Executive S	ımmary).				011 0 7 01 011	e next five years (please	o see recomment ii i
	<u>rmental</u> ca ssion distr			C61	4	3. MEETING DATE	E: -04-2005
4. AGEND	<u>A</u> :	5. REG		MENT/PUR	POSE:	6. REQUESTOR O	
X CON	SENT	(~p***)	STAT	HTE:		A. COMMISSIONE	ď
	IINISTRATIV	Æ.	_	NANCE -		B. DEPARTMENT	A
	EALS	X	ADMI CODE	IN.	AC-4-1	C. DIVISION	Independent (ITG)
PUB	LIC		OTHE	_		BY: Jim D)esiarlais
WAI	K ON		_	_		——————————————————————————————————————	
TIM	E REQUIRED) :					
(3) Micro (4) Chan (5) Atos (6) Dell (vare House Internal psoft Enterprise En ge order #14 Origin proposal quote for Storage A EMENT REC	rollment Agreem Area Network/ No	nent etwork Atta	ached Storage	device		
		1			,		
A	B	С	D	E		F	G
Departme nt	Purchasing	Human Resources	Other	County Atterney		Budget Services	County Manage
Director	Contracts	1105041005	-	1 () L	 	My La Mey	
12/20/04	Cydy Co	Plp 4		12/20/04	OA Phart	OM Risk	De los Maries
10. <u>COMM</u>	ISSION ACTI	<u>ON</u> :				Poo hu Cassa	
		APPROV	ΈD			Rec. by CoAtty	
		DENIED				Date: 12/20/04/	
		DEFERR				Time: 3'.40PM	
			LU				

Executive Summary

Lee County's existing software license agreements with Microsoft and Novell both expired on September 30th 2004 (with 90 days grace period for compliance adjustment). These contracts cover the critical core of Lee County's technology infrastructure and thus must be renewed.

After a careful review of the various options available, including computer security trends, the continuing evolution of mobile computing, and the need to obtain the maximum value of our technology investments, we recommend that the County:

- Renew the Novell Software Licenses for one year
- Contract with Microsoft for a three-year Full Platform Software Enterprise Agreement (EA)
- Purchase a centralized file storage solution

With those contracts in place, Lee County will move forward towards implementing an "industry standard" technology infrastructure by:

- Migrating the current Novell network services to the Microsoft EA platform, thereby eliminating the need to maintain Novell licenses in future years
- Migrating our operational databases from Oracle to Microsoft's SQL Server where ever possible, thus reducing our database licensing costs
- Migrating to a centralized file storage solution which eliminates the need to maintain and refresh 20 file servers in the future

The reasons for consolidating the County's infrastructure as described above include:

- Reduce the complexity of the infrastructure
 - o Reduces costs
 - o Increases availability (up time)
 - Easier to recovery from disaster or down time
 - o Reduces the threat of cyber attacks a multi vendor environment is the most difficult to defend
- Provides for better integration of the County's business applications
- Allows for increased integration between the County Offices, the Constitutional Offices, and other regional, state, and national organizations

The Microsoft Enterprise Agreement provides the following benefits to the County:

- Each computer is licensed to run the latest versions of Microsoft software, eliminating the need for boom/bust cycles of software "catch up" upgrade purchases
- The payment is spread out over the term of the Enterprise Agreement instead of needing to pay the entire bill up front
- A "home use" program which allows County employees to install the same Office software that they run at work on their home PC allowing employees to work at home
- An employee purchase plan which allows all employees to receive significant discounts on Microsoft productivity and consumer products – building employee morale, retention and satisfaction
- A complete suite of Microsoft Computer Based Training modules is provided and can be delivered to each employee's desktop – reducing the need for expensive class room training
- Training vouchers are provided to the technical infrastructure staff, at a total value of \$50,000 or more each year
- A subscription to TechNet, Microsoft's technical reference library which is normally sold for \$999 per user per year

The Centralized File Storage system provides the following benefits to the County:

- Centralized and streamlined maintenance of hardware
- Reduction in purchases of new servers due to reuse of existing servers that have been migrated to the storage system (20 servers that will not have to be refreshed in future years, which will result in savings of approximately \$188k (at a price of \$9.4k per server).
- Future server purchases will require less disk space, resulting in an estimated savings of \$2500 per new server purchased.
- · Less power usage and cooling requirements for data center
- More efficient use of physical space in data center due to fewer servers required
- Eliminates the need to purchase 4 new "seed" servers to start the migration, at a cost of \$9.4k per. By going to a centralized storage environment, this will save this \$37.6k expenditure.

Recommendation Background

Lee County's current IT operating environment includes a mixture of multiple vendors' products as follows:

Novell - for networking (file and print services) as well as GroupWise e-mail services

Microsoft – for Microsoft Office (Word, Excel, PowerPoint, Access), desktop operating system, network server operating systems, remote desktops, database applications (Microsoft Access and SQL Server)

Oracle - Enterprise database applications

This mixed bag of software environments presents the need to identify:

- Enterprise agreement options that minimize the Total Cost of Ownership (TCO) for software resulting in a savings of tax payer dollars.
- A technology infrastructure that provides better integration between Lee County and other Lee
 County Constitutional offices as well as neighboring municipalities allowing the County and other
 agencies to better serve the citizens.
- An enterprise environment that allows Lee County to better prepare for growth and future business needs with its IT infrastructure.

The Novell licensing agreement has already been renewed for one year, and is set to expire September 30, 2005, with Board approval granted under Consent Agenda Item 6D during the weekly commissioner's meeting on October 5, 2004This recommendation provides the necessary tools to meet the demands of future growth, presents opportunities for collaborations with other municipalities and will result in a savings of \$1.5M over the next 5 years.

The recommended IT environment is as follows:

Microsoft – for Microsoft Exchange email services, networking (file and print services), MS Office (Word, Excel, PowerPoint, Access), desktop operating system, server operating systems, remote desktops, database applications (Microsoft Access and SQL Server)

Oracle - Enterprise database applications only where required

Cost Analysis

	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	Total
Current Environment						
Novell Licensing	102,284	102,284	102,284	102,284	102,284	511,421
Oracle Licensing	201,223	201,223	201,223	201,223	201,223	1,006,115
Microsoft Licensing	453,000	919,700	467,500	521,900	986,000	3,348,100
Total	756,507	1,223,207	771,007	825,407	1,289,507	4,865,636
Recommended Environ	ment					
Novell Licensing	102,284	0	0	0	0	102,284
Oracle Licensing	138,864	143,030	147,321	151,740	156,293	737,248
Microsoft Licensing	345,931	345,931	345,931	372,178	372,178	1,782,148
Atos Consulting	410,000					410,000
Storage Area Network	299,500					299,500
Total	1,296,579	488,961	493,251	523,918	528,471	3,331,180
Savings	(540.072)	734,247	277,756	301,489	761,037	1,534,456

Other Benefits

Simplification of environment

Current environment is composed of two distinct technologies – Microsoft and Novell. In order for these technologies to work, there is a need to add interfaces between them. These interfaces increase cost, complexity and maintenance needs. For instance, there is a need for two logins today in the environment (one login into the Novell account and another one in the Windows account)

Easier integration of 3rd party application software

OneWorld – Financial control system

Tidemark – Permitting management system

GoldMine – Customer relationship system

Doc Imaging – Document Imaging management system

PDS Vista – HR and payroll management system

Kronos – Payroll automation management system

BlackBerry – Home Land security communication system

Etc...

All these solution were developed for a windows environment. In order for them to work with Novell products (to integrate with GroupWise, for instance), additional software and development work is necessary.

Collaboration between constitutionals

	Netwo	rk	Emai	
	Microsoft	Novelt	Microsoft	Novell
BoCC		√		√
Sheriff	√		√	
Supervisor of Elections	√		√	
Clerk of Courts	√		√	
Property Appraiser	√		√	
Tax Collector	√		√	

Today's environment does not allow any integration between the BoCC and the other Constitutionals. With an integrated environment, contact lists and calendars can be shared as well as provide the opportunity for further sharing of resources.

Remote office (Telecommuting)

Microsoft windows technology is closer to the current needs of the county to integrate the remote office into cell phones, pal lap top devices and home offices. Since the majority of the home users have Microsoft products at home (and a few or none has Novell products) the Remote Office (Telecommuting) capability is better supported with a Microsoft environment.

Training credits from Microsoft

With an enterprise agreement with Microsoft, E-Learning services are enabled at no cost. Training credits for Microsoft classes are also included in the agreement.

Discount for employees for home purchase of MS Office

With an enterprise agreement with Microsoft, employees will have access to Microsoft products at a discounted price. Some of the products will cost only the price of the media (CD or DVD).

Future direction of Novell is uncertain

Novell has recently been shifting its business model to a Linux-based environment, therefore sending the marketplace signals that is would not complete with Microsoft in the desktop area. Instead, Novell will compete with UNIX installations by providing Linux based solutions for those companies.

The future of the NETWARE suite of services (desktop solutions) is uncertain.

Disaster Recovery reciprocal agreements with other municipalities

The majority of neighboring municipalities are using a Microsoft only environment. Having a similar environment in Lee County increases the opportunity to create reciprocal agreements with these other agencies, supplements existing disaster recovery plans and provides the ability to use them as staging locations in case of a disaster.

SHI

Pricing Proposal Quotation #: 1072656 Created On: Dec-14-2004 Valid Until: Jan-13-2005

Lee County BOCC

Bob Franceschini

Phone: 239-344-5450

Fax:

Email: rfranceschini@leegov.com

Account Executive

Thomas Naelon

18069 SW 152nd Ave. Miami, FL 33187 Phone: 305-971-5266

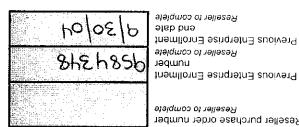
Fax: 305-971-5283 Email: thomas_naelon@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	MS Enterprise Desktop w/Step-Up to Full Platform MICROSOFT - Part#: A01-00002R Note: Office Pro SA Only / Windows Pro SA Only / Core CAL L-SA	1750	\$163.00	\$285,250.00
2	MS Enterprise Desktop New Full License MICROSOFT - Part#: A01-00002R Note: Office Pro L-SA / Windows Pro L-SA / Core CAL L-SA	150	\$231.00	\$34,650.00
3	Windows Svr Ent Win32 Listed Languages Lic/SA Pack MVL - EA Addon Annual Payment MICROSOFT - Part#: P72-00164	6	\$945.00	\$5,670.00
4	Exchange Svr Ent Listed Languages Lic/SA Pack MVL - EA Addon Annual Payment MICROSOFT - Part#: 395-02611	3	\$1,620.00	\$4,860.00
5	SQL Svr Enterprise Edtn Listed Languages SA MVL 1 Processor Lic - EA Addon Annual Payment MICROSOFT - Part#: 810-01716	2	\$7,750.00	\$15,500.00
			Total	\$345,930.00



Microsoft Enterprise $\pmb{Enrollment}$ (indirect) – State and Local



Previous Enterprise Enrollment Reseller purchase order number Reseller to complete

Reseller to complete

LOCIOZIO hlhscan

Enterprise Agreement number Reseller or Microsoft affiliate to number (if applicable) Reseller or Microsoft affiliate to Microsoft Business Agreement

Microsoft affiliate to complete Enrollment number complete

the other in writing if any of the information in the following table changes. This Microsoft Enterprise Enrollment is entered into between the following entities. Each party will notify

- Reno, Nevada USA 89511-1137 - Dept. 551, Volume	Microsoff Licensing, GP - 6100 Neil Road, Suite 210 Licensing
	Contracting Microsoft Affiliate
Microsoft Account Manager E-mail	Microsoft Account Manager Name
0951-989-95-5	Country Postal code
C186-989-965	City ALL Fort Myory State/Province
Contact E-mail Address (required for online access)	Street Address STATH Hancock Bridge Plew
Contact Name (This person handles access to online information, receives order confirmations, true ups, renewal and other notices, unless a different contact is provided below.)	Name of Entity Lee County Bocc
	Customer

7922-588-887	10828	A20
Te3	Postal Code	Country ,
239-335-252	13	2721NV 5707
Phone	State/Province	CIFY
(required for online access) despartas @ LEgers . Ec. 7		SIIS Second St
tostroD		Street address
219/24/25 C. M.T		Lee County Bocc
Contact Name		Name of Entity
		complete this section:
to someone or some place other than above,	onid be provided	us səənou pue ssəəəe əunuo n

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:			
Name of Entity		Contact Name	
Street Address		Contact Email Address (required for electronic notice)	
City	State/Province	Phone	
Country	Postal Code	Fax	

Definitions. As used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment. All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective Date. If you are renewing Software Assurance from one or more previous "Enterprise Enrollments" (as defined in subsection 3(a) (Placing the initial order) of the Microsoft Enterprise Agreement identified above), then the effective date will be the day after the expiration of the first of those Enterprise Enrollments to expire. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Enterprise Enrollment is being used, your reseller will require the Enterprise Enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date indicated below unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options. For a description of renewal options, see subsection 12(e) of the Microsoft Enterprise Agreement (How to renew an enrollment).

Representations and Warranties. By signing this enrollment, the parties agree to be bounds by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including any amendments to those documents, and the product use rights, and agree to be bound by those terms; (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate; (iii) you have 250 or more qualified desktops; and (iv) the information that you provide on this cover page and each of the attached forms is accurate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Microsoft Volume Licensing Web Sites (Note: We will advise you of any changes to these URLs.)			
Product List	http://microsoft.com/licensing/resources		
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com		

Notices to Microsoft should be sent to:	Copies should be sent to:		
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax		

This enrollment consists of (1) this cover page, (2) the Enterprise Order Form, and (3) the Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name	Microsoft Licensing, GP
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Signature Date	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date)

1. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to an Enterprise Enrollment of their own will automatically be included unless you fill in part b below (when we refer to an Enterprise Enrollment in this section 1, we mean either (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment entered into under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) an enterprise subscription enrollment under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page).

	Use this part (a) to determine which current affiliates will be included in your enterprise. Theck <u>only one</u> of the boxes in part (a).
X	You and all affiliates will be participating
	You and the following affiliates will be participating (if no affiliates will be participating, write "none" on line 1) (attach a list of names on a separate piece of paper if more than 5 affiliates are being included).
1	
2	
3	
4	
5	
	You and all affiliates, except the following affiliates, will be participating (attach a list of names on a separate piece of paper if more than 5 affiliates are being excluded):
1	
2	
3	
4	
5	
b e	se this part (b) to indicate whether affiliates acquired after the enrollment effective date will- e included. Unless you check the box below, all affiliates acquired after the enrollment ffective date that are not party to an Enterprise Enrollment of their own will automatically be acluded.
	Exclude all affiliates acquired after the enrollment effective date that are not party to an Enterprise Enrollment of their own.

2. Selecting your language option.

Your selection below will determine the languages in which you may run the products licensed under this enrollment. If you select "Listed Languages," you may run (i) all copies of each of your products in any of the languages identified as "Listed Languages" below, and (ii) up to 10% of the copies of each of your products in any of the languages identified as "Restricted Languages" below. If you select "All Languages," you may run all copies of your products in any of the "Listed Languages" and any of the "Restricted Languages."

Check only <u>one</u> of the boxes below to indicate your language option		
X	Listed Languages	
	All Languages	

"Listed La	"Listed Languages"				
Arabic	Korean				
Simplified Chinese	Japanese				
Traditional Chinese	Polish				
Czech	Portuguese (Brazil)				
English ¹	Russian				
French Canadian	Turkish				
Hebrew	Thai				
Hungarian	Spanish ²				

"Restricted Languages"		
Danish	Greek	
Dutch	Italian	
English ³	Norwegian	
Finnish	Portuguese (Portugal)	
French	Spanish ⁴	
German	Swedish	

¹ English is a "Listed Language," except when restricted as described in the "Restricted Languages" list (see footnote 3)

3. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100 %
7	%
	%
	%

Spanish is a "Listed Language," only if this enrollment is signed in Latin America.

English is a "Restricted Language" if this enrollment is signed in Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, United Kingdom, Switzerland, Sweden, or Spain

Spanish is a "Restricted Language" unless this enrollment is signed in Latin America

4. Applicable currency.

The currency we accept is based on the country in which you are located. All payments must be made under this enrollment in the accepted currency.

Find your accepted currency in the Currency Table below and fill in this box.	
Type of currency: U.S. Dollars	

Currency Table:

Currency	Accepted in Country
Australian Dollars	Australia
Canadian Dollars	Canada
Danish Krone	Denmark
EUROs	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Switzerland, Sweden, and United Kingdom
Japanese Yen	Japan
Korean Won	Korea
New Zealand Dollars	New Zealand
Norwegian Krone	Norway
Pounds Sterling	United Kingdom
Swedish Krona	Sweden
Swiss Francs	Switzerland
Taiwan Dollars	Taiwan
US Dollars	United States, Latin America, Asia (except Japan, Korea, and Taiwan), Eastern Europe, Middle East, Africa

5. Establishing your price level.

The price level indicated in box 5(b) will be your price level for the initial enrollment term all enterprise products and for any additional products in any pool in which you have ordered an enterprise product. For additional products in any pool in which you have not ordered an enterprise product, your price level will be level "A".

Complete steps 1 and 2 below to determine your price level(s) for the enterprise product(s) and additional product(s) you order under this enrollment.

Step 1: Enter the number of qualified desktops you have in your enterprise in box 5(a).

Qualified Desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment. (This number must be equal to at least 250 desktops.)

1900 5(a)

Step 2: Find the price level for the number of desktops you entered in 5(a) and enter that price level in box 5(b)

Number of Desktops	Price Level
250 to 2,399	А
2,400 to 5,999	В
6,000 to 14,999	С
15,000 and above	D

Pri	ce Level (for	n you orde prise produ	5(b)	
		 		- von Skoper to

Price Level (for pools in which you do not order an enterprise product):	Price Level

6. Enterprise Product Orders.

The prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for enterprise products.

The license reference prices for the enterprise products covered by your initial order are set forth below. We will invoice your reseller in three equal annual installments. The first installment will be invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You must choose the Enterprise Desktop Professional Platform (which is composed of all three of the individual enterprise products) or at least one of the individual enterprise products before selecting any additional products in section 7 (Additional product orders) below.

Complete the	table below by filling in the blanks.
Column 2:	Place a check next to either the Enterprise Desktop Professional Platform or one or more of the individual enterprise products you choose to license.
Column 4:	Next to each enterprise product you selected, insert "L&SA" in column 4 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 3(a) of the Microsoft Enterprise Agreement (Placing the initial order).
Column 5:	Your reseller or Microsoft account manager will provide the annual enterprise product per desktop license reference price in this column.
Column 6:	Your reseller or Microsoft account manager will multiply column 5 by the number of qualified desktops in box 5(a) above to compute the annual enterprise product license reference price.
Column 7:	Your reseller or Microsoft account manager will multiply column 6 by 3 (for the 3 year term) to compute the total enterprise product license reference price.
Box 8:	Your reseller or Microsoft account manager will add the rows in column 6 to compute the total initial annual enterprise product order reference price.

Enterprise Product Selection Table:

1	2	3	4	5	6	7
Enterprise Product	1	Product Pool (Applications, Systems, Servers)	Product Type	Annual enterprise product per desktop reference price	Annual enterprise product reference price	Total enterprise product reference price
*Office Professional	×	Applications	SA ONLY LISA	86.48 14883	151340.00	454020.∞ 66973.50
*Office Standard	-	Applications	10.1	11000	D 32 . 30	W(173.34
Windows Desktop Operating System Upgrade	×	Systems	SA Only L/SA	3591 4857	62842.50	198527.50
*Core Client Access License	X	Servers	1-15A	60.14		342798,00
Exchange Server Client Access License		Servers				
SharePoint Portal Server Client Access License		Servers				
SQL Server Client Access License		Servers				
Systems Management Server Client Access License		Servers				
Windows Server Client Access License		Servers				
Windows Terminal Services Client Access License		Servers				
Total Initial		al Enterprise Pr			358058.50	

(add column (6) for the enterprise products chosen above)

b. True up orders for enterprise products.

The license reference price for the enterprise products covered by any true up orders submitted during the initial term is set forth below. That license price is based on the price level identified in box 5(b) above. We will invoice your reseller in total upon our acceptance of each true up order.

Columns 2 - 4:

We will provide the true up license reference prices for each anniversary through your reseller, who will complete the table below. License prices will be filled in only for products ordered in subsection 6(a) (Initial Order for Enterprise Products).

^{*} The components of the current version of Office Professional, Office Standard, and the current versions of the components that make up the Core CAL, are identified in the Product List.

Enterprise Product True Up Price Table:

1 Enterprise Product	2 First year true up reference price	3 Second year true up reference price	4 Third year true up reference price
*Office Professional	418.51	348.16	277.79
*Office Standard			
Windows Desktop Operating System Upgrade	134.12	104.77	75.42
*Core Client Access License	171.05	144.85	118.63
Exchange Server Client Access License			
SharePoint Portal Server Client Access License			
SQL Server Client Access License			
Systems Management Server Client Access License			
Windows Server Client Access License			
Windows Terminal Services Client Access License			

c. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. Therefore, if you select the Enterprise Desktop Professional Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://www.microsoft.com/licensing. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

7. Additional Product Orders.

The license prices stated below are for your reference only. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller.

a. Initial order for additional products.

The license reference prices for each additional product covered by your initial order are listed in the table below. We will invoice your reseller in three equal annual installments. The first installment will be

invoiced upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. You may license additional products by entering the names and quantities for the products of your choice in the Additional Product Selection table. For a list of the available additional products, contact your reseller.

Complete the	table below by filling in the blanks.
Column 1:	List the additional products you wish to license in your initial order. If you choose to license more than 10 additional products, attach a separate sheet with the information required below.
Column 2:	Next to each additional product you select, insert "L&SA" in column 2 unless you are eligible to order Software Assurance only (in which case you may insert the words "SA only" in this column). To determine if you are eligible to order Software Assurance only for any product, refer to subsection 4(a) of the Microsoft Enterprise Agreement (Placing the initial order). If you order some L&SA and some Software Assurance for the same product, list the product twice below using a separate line for each product type.
Golumn 3:	Indicate the product pool for each of the additional products that you selected in column 1. Consult the Product List to determine the appropriate product pool for each additional product.
Column 4:	Enter the license price level for the appropriate pool for each additional product from box 5(b) or 5(c), as applicable.
Column 5:	Enter the appropriate quantity of licenses for each additional product you choose to license.
Column 6:	Your reseller or Microsoft account manager will provide the annual additional product per license reference price in this column. The license reference price will be based on the price level for that additional product as identified in box 5(b) or 5(c), as applicable.
Column 7:	Your reseller or Microsoft account manager will multiply column 5 by column 6 to compute the annual additional product license reference price.
Column 8:	Your reseller or Microsoft account manager will multiply column 7 by 3 (for the 3 year term) to compute the total additional product license reference price.
Box 9:	Your reseller or Microsoft account manager will add the rows in column 7 to compute the total initial annual additional product license reference price.

Additional Product Selection Table:

1 Additional Product	2 Product Type	3 Product Pool	4 Price Level	5 Quantity	6 Annual additional product per license reference price	7 Annual additional product reference price	8 Total additional product reference price
Windows Sny GAT	LISA	Servers	D	6	1069.00	6414.00	19242.00
Exdange Snient	42/SA	Serves	D	3	1831.00	5493.00	16179.00
SQL Sry Ent Proc	LISA	Servers	D	2	8758.00	17516.00	52548.00
	Total I	nitial Annual A	dditional	Product Ref	erence Price:	979423,00	

b. Subsequent additional product orders.

The license reference price for any new additional product not initially included in your enrollment will be the then current reference price for your price level for that product as of the date of your order. We will invoice your reseller in total upon our acceptance of your order. Once you have placed the first order for copies of a new additional product, you may run additional copies of that product at any time and order them as described in subsection 7(c) (True Up Orders for Additional Products).

c. True up orders for additional products.

The license reference price for additional products initially included in your enrollment and covered by any true up order submitted during the initial term is set forth below. That license reference price is based on the price level identified in the box in 5(b) or 5(c) above, as applicable. The true up license reference price for any new additional products will be the then current true up reference price for your price level for that product as of the date of your first order for that product. We will invoice your reseller in total upon our acceptance of your true up order.

Complete the tab	ole below by filling in the blanks.
Column 1:	Enter each of the additional products you selected in subsection 7(a) (Initial Order for Additional Products) here. If you have chosen to license more than 10 additional products, attach a separate sheet.
Columns 2 - 4:	Your reseller or Microsoft account manager will provide the true up license reference prices for each anniversary in these columns.

Additional Product True Up Price Table:

1 Additional Product	2 First-year true up reference price	3 Second-year true up reference price	4 Third-year true up reference price
Windows Snu Cont	2977.00	2519.00	2061.00
Exchange Sny EM	5101.00	4316.00	3532.00
SQL SM Ont Proc	24397.00	20644.00	16891,00
<u> </u>			

8. First-year order summary

The table below summarizes information about your order collected elsewhere in this enrollment, as well as information necessary for us to process that order. This table should be completed for customers with 250-750 desktops and other customers whose resellers are not receiving a Channel Price Sheet from us. The part number and price level information required below is provided to your reseller on the Enterprise

Agreement Price List. The language option for each of the products that will be invoiced to your reseller will be what you selected in section 2 (Selecting your language option).

Your reseller will complete the table below on your be	

Price list month

(The month in which you sign this enrollment, unless your signature date precedes our signature date by more than 30 days. In that case, it will be the month in which we sign the enrollment.)

December 2004

Purchase period

(Reference prices below correspond to the "Add at Signing" purchase period on the product price list.)

"Add at Signing"

Column 1:	Insert the Microsoft part number for the products selected in sections 6(a) and 7(a).
Column 2:	For enterprise products, enter the same product type as entered in subsection 6(a). For additional products, enter the same product type as entered in subsection 7(a).
Galumn 3:	Insert the Microsoft offering ("enterprise" for each of the products you selected in subsection 6(a), and "additional" for each of the products you selected in subsection 7(a)).
Column 4:	For enterprise products, enter the price level as entered in box 5(b). For the additional products, enter the price level as entered in box 5(b) or 5(c), as applicable.
Column 5:	For each product, enter the intended country of use. Refer to subsection 2(e) of the Microsoft Enterprise Agreement (Reporting Country of Use) if you have questions. For any product which you intend to run in more than one country, enter the information for that product on separate lines in the table below for each intended country of use.
Column 6:	For each enterprise product, enter the qualified desktop count entered in box 5(a). For additional products, enter the quantity for each additional product as entered in subsection 7(a) (Initial Order for Additional Products).

Enterprise and Additional Product Billing Summary:

1 Microsoft Part Number	2 Product Type	3 Offering	4 Price Level	5 Country of Use	6 Quantity
269-05925	SA Only	Ent		USA	1750
269-05924	415A	Ent		USA	150
E85-01014	SA ONLY	Ent		USA	1750
B23-03192	LISA	Gnt		USA	150
M06-00050	LISA	ent		USA	1900
P72-00164	LISA	1499	D	USA	6
395-02611	LISA	Add	D	USA	3
810-01713	LISA	Add	D	AZU	2_
		ļ			
					<u> </u>
				: 	
					1

9. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Reseller Information Form

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller Company Name:
Street Address:
City and State / Province and Postal Code:
Country:
Contact Name:
Phone Number:
Fax Number:
Email Address:
The undersigned confirms that the reseller information is correct.
Name of Reseller
Signature
Printed Name
Printed Title
Date

Appendix

Media Shipping Information Form - Starter CD Kit

Enrollment Information		Reseller Contact		
Agreement # (Reseller or Microsoft affiliate to complete)		Company Name:		
Enrollment # (Microsoft affiliate to complete)		Contact Name:		
Customer Contact Name:		Contact Email:		
		Contact Phone:		

At your option, Starter CD kits and CD-ROM subscriptions relating to your Enterprise Enrollment (identified above) will be shipped to the address set out below. Terms used but not defined in this form have the meanings given to them in your enrollment.

CD Kit Ship To Information (* indicates required information)
Customer Name *	Contact Name *
Lee County Bocc	Clint Dean
Street Address *	Contact Email Address *
3434 Hancock Bridge Pkmy	cdeen @ leegou.com
City and State / Province * Worth Fort Myers Fl	Contact Phone Number * 239 - 689 - 7310
Country and Postal Code	Contact Fax Number
USA 33903	239-689-7360

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and the related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at http://selectug.mslicense.com.

X	I want to receive a starter CD kit (media)	A	I want to subscribe to receive kit updates
	I do not want to receive a starter CD Kit (media)		f do not want to subscribe to receive kit updates

The charges for any purchased media may be subject to sales taxes based upon where media delivery occurs. If you are exempt from sales taxes in the media delivery location, please provide the applicable sales tax exemption documentation with your enrollment.

Appendix

Media Shipping Information Form - Starter CD Kit (Continued)

For each language and group you wish to receive, ma	rk the correspon	ding box with an X			
Language	Enterprise Kit	Mapping Kit*			
English	×				
English/MultiLanguage**					
Arabic					
Brazilian Portuguese					
Chinese Simplified ***	75				
Chinese Traditional					
Chinese Traditional Hong Kong/Pan-Chinese					
Czech					
Danish					
Dutch					
Finnish					
French					
German					
Greek					
Hebrew	'				
Hungarian					
Italian					
Japanese					
Korean					
Norwegian					
Polish					
Portuguese					
Russian					
Spanish					
Swedish					
Thai					
Turkish					
* Mapping Kit is not available for use in or shipment to, India, Hong Kong SAR, Macau SAR, China, Morocco, Pakistan, and Turkey ** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English *** Chinese Simplified Enterprise Kit does not include Windows Professional Contact your reseller for separate fulfillment of Windows Professional media in Chinese Simplified.					
	= Not Available				

To be completed by Microsoft Microsoft Government Enterprise Agreement Number Microsoft Government Enterprise Enrollment Number Proposal ID

01E61767				
000-donnaren-S033	_			

AMENDMENT 001 TO MICROSOFT STATE AND LOCAL GOVERNMENT ENTERPRISE ENROLLMENT

This amendment is made and entered into by and between the undersigned for the purpose of amending that certain Microsoft State and Local Enterprise Enrollment (the "Enrollment") identified above between Lee County BOCC and Microsoft Licensing, GP. All terms used but not defined in this amendment will have the meanings assigned to such terms in the Microsoft Enterprise Enrollment, as amended.

I. Amendment.

1. The following Section is hereby added to the Enrollment:

We recommend that you obtain consulting and/or product support services in order to enhance the benefits of Microsoft products in your environment. Therefore, if you execute this enterprise enrollment on or before January 17th, 2005, you may obtain, at no charge to you, consulting or product support services from Microsoft or a Microsoft certified partner in an amount not to exceed \$20,000. If you elect to purchase services from a partner, we will reimburse the partner directly for the services upon presentation by you of a partner Statement of Work for such services. Such Statement of Work must be provided to your Microsoft account executive within 3 business days of the execution of this enterprise enrollment. If you elect to obtain the services from Microsoft, (a) such service will be provided in accordance with the terms of a Microsoft Services Agreement and work order or services description, as applicable, between you and us; and (b) the value of our gratuitous services provided will be based on our then-current standard fees for such services.

It is our intent that these services and associated terms be in compliance with applicable laws and regulations with respect to gratuitous services. It is specifically understood that all services and services deliverables provided are for the sole benefit and use of your government agency and are not provided to or for any individual government employee.

H. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement identified above shall remain unchanged and in full force and effect. This amendment is not legally binding until executed by both parties and shall become effective on the date of signature of the contracting Microsoft affiliate. When this amendment is fully executed, you will receive a confirming copy. You must execute and return two (2) copies of this amendment to the below address on or before January 17th, 2005 in order for the terms and conditions of this amendment to apply.

Microsoft Licensing, GP Attn: Dept. 551. Volume Licensing 6100 Neil Road, Suite 210 Reno, NV 89511-1137

Customer: Lee County BOCC	Contracting Microsoft Affiliate: Microsoft Licensing, GP
Name of Customer	Name of contracting Microsoft affiliate
Ву	Ву
Name, Title	Name, Title
Date	Date Prepared by: Donna Rendell for David Mills

Page 1 Confidential EASI Amendment

APPENDIX C FORM – CHANGE ORDER DOCUMENT CHANGE ORDER AUTHORIZATION

Change Order No.: 14

(A Change Order Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT NAME:	IT & TELECOMMUNICAT	ION OUTSOL	JRCING S	ERVICES
FOR PROJECT Microsoft M	ligration	PROV	IDER:	Atos Origin
SOLICIT NO.: CN-02-28	CONTRACT NO.: 2299	ACCOUNT N	۷0	
REQUESTED BY: Jim Des	iarlais, County Admin.	_ DATE OF R	REQUEST:	December 20, 2004
Upon the completion and exe authorized to and shall proce	ecution of this Change Order and the court of the court o	Authorization	by both pa	arties the Service Provider is
SERVICE AGREEMENT 1 SERVICE AGREEMENT 2 SERVICE AGREEMENT 3 SERVICE AGREEMENT 4 SERVICE AGREEMENT 5 SERVICE AGREEMENT 6 SERVICE AGREEMENT 7 SERVICE AGREEMENT 7 SERVICE AGREEMENT 9 SERVICE AGREEMENT 10 SERVICE AGREEMENT 11 SERVICE AGREEMENT 11 SERVICE AGREEMENT 12 SERVICE AGREEMENT 12 SERVICE AGREEMENT 13 SERVICE AGREEMENT 13 SERVICE AGREEMENT 14 SERVICE AGREEMENT 15 It is understood and agreed traccord and satisfaction.	MASTER SERVICES AGRE ACCOUNT MANAGEMENT BUSINESS MANAGEMENT TRANSITION/MIGRATION DATA CENTER HELP DESK DATABASE SUPPORT/MAN DISASTER RECOVERY APPLICATION DEVELOPME NETWORK MANAGEMENT TELECOM - VOICE TELECOMMUNICATIONS - TRAINING CONSULTING SERVICES/U PERSONAL COMPUTER APPLICATION MAINTENAN nat the acceptance of this mod	SUPPORT IAGEMENT ENT DATA SER CE	DATED:	N/A
RECOMMENDED: By:	ACCEPTED 12 23 6 + By: Date Service Provider	 , 2	By:	Y APPROVAL: ent Director (Under \$25,000)
By: Department Director	Date Accepted:	2/20/2004	Date App	proved:
Ву:			By: County Ma (Between	anager \$25,000 and \$50,000)
Contracts Manager I	Date		Date App	•
*County Attorney's Office I	Date		By: Chairman	County Commissioners
* County Attorney approval needo			Date App	County Commissioners (Over \$50,000)

SERVICE ENHANCEMENT SUPPLEMENTAL/CHANGE ORDER SERVICES

NAME OF USER DEPARTMENT: County Administration

DATE OF REQUEST: December 20, 2004

CHANGE TO: MASTER AGREEMENT

SERVICE AGREEMENT NO. 13

All terms defined in the agreement shall have the same meaning ascribed to them therein when used in this Service Enhancement. The County hereby requests that SchlumbergerSema perform the Supplement/Change Order Services described below. The parties acknowledge that any Supplemental/Change Order Services to be performed pursuant to this Service Enhancement shall be performed under the terms and conditions of the Agreement. In addition, unless otherwise set forth below, any payments to be made by County to SchlumbergerSema under this Service Enhancement shall be made pursuant to the terms and conditions of the Agreement. The amounts to be paid by County to SchlumbergerSema under this Service Enhancement shall be in addition to any other amounts which County is obligated to pay to SchlumbergerSema under the Agreement.

Description of Supplemental/Change Order:

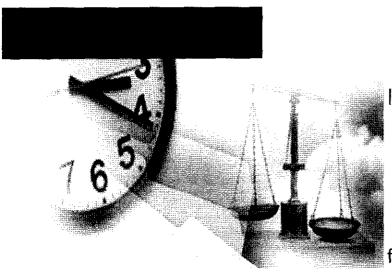
Provides Consulting services for Microsoft Migration Project.

Projected Start Date for Services: February 1, 2005

Projected End Date for Services: June 30th, 2005

Total amount to be paid: \$410,000





Indicative Pricing to



for

December 20, 2004

Turning Client Vision into Results

Atos Origin, Inc.

5599 San Felipe, Suite 300 Houston, Texas 77057 USA Tel 713.513.3000 Fax 713.513.3126



December 20, 2004

Mr. James Desjarlais, CIO

Lee County P.O. Box 398 Fort Myers, Florida 33902

Dear Jim:

Atos Origin is pleased to provide this response to Lee County's request for Novell to Microsoft migration. Based on the information and service outlines below, we are extending an indicative pricing of approximately \$410,000.

Atos Origin will be pleased to perform due diligence to determine a final architecture and design, appropriate roles and responsibilities, a transition and setup approach, and more accurate pricing for those services.

Included in the above indicative price are:

- Novell file server to Microsoft Windows 2003
- Novell Print servers to Microsoft Windows 2003 print server
- GroupWise 5.x to Exchange 2003
- Identification and migration of Oracle instance to SQL
- · Reconfiguration of users' workstations aligned with the new environment

We thank you for the opportunity to share our capabilities, and I look forward to working with you. I will follow up with you to answer any questions you may have and to discuss the status of the decision-making process.

Sincerely,

Jim Page Vice President jim.page@atosorigin.com Tel: (713) 513 3264





Our Solution

Atos Origin will provide a seamless data migration from a Novell environment to a Microsoft environment for Lee County. This migration process will be delivered in a four-phase approach, which will include the deliverables of a scalable infrastructure design, data migration, desktop configuration, and training.

Phase I Deliverables

Phase I of Lee County's Novell to Microsoft migration will commence by designing a transition model that will carry into the existing Active Directory infrastructure (AD). This new design will facilitate Lee County's business case to carry out additional future technology initiatives. As part of Phase I, Atos Origin will provide the following deliverables:

- · Infrastructure design
- Design 1Gigabyte -backbone connections
- · SAN data storage design:
 - Design redundancy filer with 6-8 Terabytes of data storage
- Server cluster design with 3-4 node
- Print server design with 3-4 node
- Identification of Oracle instances that need to be migrated

Phase II Deliverables

Phase II of the migration project will accentuate on the preparation of Lee County's network infrastructure. During this phase, Atos Origin will deliver a due diligence to recognize any existing and possible network abnormalities that could delay any phase of the project. Atos Origin certified and accredited consultants will focus on providing the necessary technical criteria to meet any pending network functionalities, which can range from existing legacy network domain servers (NDS), and IP or IPX network protocol modes, or a combination of both.

Following the stability of the network infrastructure, Atos Origin will commence the deployment of the Windows 2003 domain controllers, which will run simultaneously the Microsoft Directory Synchronization Service (MDSS) for legacy systems. This process will require the NetWare client to be installed in CMD mode, allowing the communication to the Network Directory Structure (NDS) tree. The end results will permit the direct synchronization allowing continuous network up time to all domain users on a single IP client protocol.

Additional network migration to Lee County will be the commissioning of a SAN. This will provide data consolidation support to Lee County's network infrastructure by allowing the delivery of data redundancy and storage up to 8 teraby tes. All communications between





the filer and the network servers will be accomplished through the use of the Internet small computer interface (iSCSI), which will provide increased network performance and ROI at a low TCO.

Lee County's email migration from a Novell GroupWise 5.5 to an Exchange 2003 model will be deployed in a three-node cluster. Domain accounts will need to be established prior to network synchronization between present ADs and either NDS of NetWare 3.x bindery environments. This process will provide the follow-up migration of users' data, accounts, groups, Organizational Units (OU's), and other container objects to the AD. Auxiliary processes needed to accomplish email migration will be:

- Creating or extending the Active Directory Schema
- Installing NetWare Client 32 Redirector
- · Extending the NDS Schema
- Installation of MSDSS
- Creation of initial synchronization sessions
- · Performing reverse synchronization
- · One-way synchronization
- Two-way synchronization
- Final migration

Atos Origin understands that the core activities of the directory migration process will depend on the initial NDS synchronization. Establishing the initial directory synchronization session will determine the applicable synchronization process (i.e., one-way or two-way). This session will define the project parameters between the NDS organizational units and the AD.

Novell File Servers Migration

Atos Origin will provide a strategic roadmap designed to migrate Lee County's Novell file servers by configuring Gateway Services for NetWare (GSNW) and File and Print Services for NetWare (FPNW). We understand the critical role file and print services play in the network environment, and we confirm that these services will remain active during the progress of the project.

Configuring Gateway Services for NetWare

Gateway Services for NetWare (GSNW) serves a critical role in most migrations. Regardless of the success of a migration, Atos Origin recommends continuation of these services due to the complexity of the legacy system. This continuation of services will ease the desktop administration by eliminating configurations of migrated clients with the NetWare client. GSNW provides the necessary access from migrated clients to NetWare-based resources ensuring uninterrupted service to the clients. File migration of these volumes will be accomplished through the File Migration Utility (FMU). This utility will cover the following:

Identify source and target volumes





- Ensure security association
- File migration
- · Disable legacy file access

GroupWise to Exchange Migration

As part of our scope of deliverables, Atos Origin will migrate the existing Novell GroupWise email infrastructure to Microsoft Exchange 2003. We understand Lee County's business case to deploy a scalable Exchange platform while maintaining functionality with diverse messaging systems. In order to accomplish this multi-backward compatibility, we will provide the following:

- · Co-existence with third party mail system
- · Long-term messaging connectivity to other mail systems
- Administration tools to maintain the co-existence between Exchange and GroupWise
- Connectors between Exchange and GroupWise
- Calendar connector between Exchange and GroupWise

Migrate Oracle to SQL

After identifying the data base instances that nee d to be migrated, there are several ways to successfully migrate an Oracle database into SQL Server as listed below. We would recommend the first option. However, each has its own unique style and each is effective in retaining the integrity of the data.

- Convert to SQL Convert the data into SQL Code and execute the SQL code on SQL Server
- Use Access as a transition source Export the Oracle DB to an access table, then import from Access to SQL Server
- Copy Method Select table data from Oracle Database and paste it into blank tables into SQL Server
- Convert to Text File Save the data as a text file, and import the data into SQL Server
- ODBC Use a Third Party, or customized tool to initiate the connections to both DB's, then just copy the database tables

Solution Testing

Atos Origin will provide the following steps to successfully test the migration:

- Test File migration
- Test Printer migration
- Test GroupWise migration
- Test Oracle migration
- · Test undo migration in case of back out





Phase III Deliverables

Phase three of Lee County's Novell to Microsoft migration will include the preparation and configuration of network printers and domain user desktops to commence communications using the IP protocol. In addition, printer queues will be generated to accommodate their spooling activities. As part of our deliverables, the following items are within scope.

Atos Origin has planned the configuration of FPNW as a driven installation process. During this period of installations, we require customers to facilitate communication with regards to future network schema. Many of the items that will require customer input follow:

- Server names to be advertised to Netware clients
- SYS Volume
- Supervisor account
- Performance Tuning
- Migrating Files

Phase IV Deliverables

Lee County's Novell to Microsoft final phase will involve the handout of the project structure to Lee County's personnel. During this phase, final deliverables will be met by slowly allowing decommissioning existing Novell Netware servers, legacy and migrated servers.

During our engagements, Atos Origin can provide customized training services, as part of our consulting service, in order to transfer knowledge to the customer project team. Atos Origin has developed the Change Educ ation and Training Needs Analysis (CETNA) methodology to provide a comprehensive process linking all the personnel aspects of an IT implementation, namely, Organizational Change Management, Communication, Knowledge Transfer, and Education and Training. We work with the customer management team to identify, and gain an under standing of, the different target groups:

- How they will be affected by the change (job responsibilities, process changes, etc.)
- How much they will affect the change (i.e., the importance their role has on the successful implementation)

This then helps identify what communication, knowledge transfer, and education and training each group needs (and how to best deliver it). The Atos Origin methodology also ensures the correct mix of delivery options is selected based on the infrastructure and learning culture of the organization.

Atos Origin firmly believes that training must be relevant and timely. Our approach to training is one of flexibility; we can design the training programs specifically to suit global/local needs.





Pricing

Description	tion Price		
Novell to Microsoft Migration			
Novell file server to Microsoft Windows 2003			
 Novell Print servers to Microsoft Windows 2003 print server 			
GroupWise 5.x to Exchange 2003			
Identify and migrate instance of Oracle to SQL			
Reconfigure users workstation to work with the new environment			
	\$410,000.00*		

Assumptions

The following assumptions were used in creating this proposal:

- All work is conducted during the normal eight-hour work day/week.
- Key client resources will be available when and as scheduled.
- Requirements and reviews will be provided in a timely manner.
- Lee County will endeavor to provide Atos Origin with timely, clear, concise and valid information when requested.

Conditions

All prices are in U.S. dollars.

- Payment for all invoices is due no later than 30 days from receipt.
- Invoicing and payments will be performed as set forth in the Master Service Agreement between Atos Origin and Lee County

^{*}All prices are subject to the terms and conditions to be agreed to between Lee County and Atos Origin. The terms of this document shall extend for a period of [60] days from the date of proposal receipt.

DELL

INFORMATION ONLY - NOT A QUOTE

CONFIG ID #:

954530

Customer #:

1935449

Contract #:

90231

CustomerAgreement #:

250-000-03-1

Quote Date:

12/17/04

Date: 12/17/04 1:36:23 PM

Customer Name:

LEE COUNTY

FINANCE DIV

This preliminary quotation is for information and budget analysis only and is subject to verification and change based upon validation of the proposed configuration and other factors.

Shipping Method:	Ground	Total Number of System Groups:	
Shipping & Handling:	\$0.00		
Tax:	\$0.00		-
Product Subtotal:	\$284,976.69		
TOTAL QUOTE AMOUNT:	\$284,976.69		

GROUP: 1	QUANTITY: 1 GROUP TOTAL: \$169,199.43
Base Unit:	Dell EMC CX500 Disk Processor Enclosure Array (221-4205)
	Fifteen 146GB 10K Fibre Channel-2 Hard Drive for CX/DAE2 Enclosures from EMC (341-0367)
	CX500 Docs and RTU (310-5831)
	Navisphere Mgr Suite, CX500 Enterprise (8+ Hosts) with Mgr/Agent/Acc Logix/Analyzer (410-0396)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (902-2860)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (902-1862)
	Premium Enterprise Support - Gold - Advanced Software Support (970-6339)

_ _	Premium Enterprise Support - Gold - Premium Services (970-6367)
	Navisphere Analyzer Installation (950-6767)
	Premium Enterprise Support - Gold - Advanced Software Support (950-6707)
<u>.</u>	Navisphere Manager Installation (950-6759)
	DPE Installation (950-6737)
	RMSE Implementation EMC,1-16 Hosts,2 Arrays (980-7237)
	EDT,Cluster Kit, Install 2 Host (960-0048) - Quantity 3
	SAN Implementation, 1-15 Hosts (950-6869)
	SnapView for CX500 (410-0403)
	DPS-TRN DCEE IDESS and IDPDS Storage 5 Day Training @Dell (970-8358) - Quantity 2
<u> </u>	Replication Manager Local, W2KEnterprise, Server License (420-2753)
	Premium Enterprise Support - Gold - Advanced Software Support (960-4617)
	Premium Enterprise Support - Gold - Advanced Software Support (950-6717)
	SNAPVIEW Implementation (950-6788)
	T2-Standard Maint 1 per yr 3Yr (980-0798)
	Enterprise Assistance, 3 Pack,3 Years (980-0888)

GROUP: 2	QUANTITY: 2 GROUP TOTAL: \$41,869.70
Base Unit:	Brocade 32-Port Fibre Channel 2 Switch fully populated with with 32 short-wave SFPs (221-2168)
	10M Multi-Mode FC Cable LC-LC (310-0756) - Quantity 2
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (960-1560)

	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (960-156
	Premium Enterprise Support - Gold - Premium Services (981-4079)
	Premium Enterprise Support - Gold - Advanced Software Support (981-4087)
	32-Port Switch Installation (950-6768)

GROUP: 3	QUANTITY: 2 GROUP TOTAL: \$45,726.62		
Base Unit:	Dell EMC DAE2 Disk Array Enclosure (221-0894)		
	15X146GB 10K Fibre Channel-2 Hard drive for CXXXX, DAE2-OS,and DAE2 enclosures (340-8064)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response Initial Year (950-5600)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response 2YR Extended (950-5602)		
	Premium Enterprise Support - Gold - Premium Services (950-5917)		
	DAE Installation (950-6738)		

GROUP: 4	QUANTITY: 10 GROUP TOTAL: \$10,248.00		
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)		
	10M Multi-Mode FC Cable LC-LC (310-1620)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)		
	HBA Installation (950-6748)		
	Navisphere Agent Installation (950-6758)		

• • •	
	 Navisphere Power Path Installation (902-4367)
	h · ·

GROUP: 5	QUANTITY: 10 GROUP TOTAL: \$8,012.00
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)
	10M Multi-Mode FC Cable LC-LC (310-1620)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)
	HBA Installation (950-6748)

Product	Quantity	
Rapid Rails for Brocade 32-port FC2 Switch from EMC, Customer Install (310-4089)	2	
HBA Utility CD,WIN Attach Customer Install (420-0903)	10	
Power Path ENT Windows Workgroup Customer Kit (420-0963)	10	
HBA Utility CD,WIN Attach Customer Install (420-0903)	10	

TOTAL QUOTE AMOUNT:	\$284,976.69		
Product Subtotal:	\$284,976.69		
Тах:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	

SALES REP:	APRIL L Phillips	PHONE:	
			800-981-3355
Email Address:		Phone Ext:	
L	April_L_Phillips@dell.com		44721

This is an ESTIMATE ONLY. It is based on limited information and budgetary assumptions. A final quotation will be issued after a completed SCRF is in place and agreed to by both parties. Pricing, requirements, specifications, availability, and the terms and conditions as set forth in this preliminary quote are subject to change without notice. Validation of product requirements by Deli may substantially change the information provided. A final quotation will not be issued until product requirements are validated by Deli and the final configuration is agreed upon by both parties in writing. Pricing does not include applicable taxes, shipping and/or handling charges. Due to the custom nature of Deli | EMC equipment and its installation, the return of Deli | EMC equipment other than for warranty purposes is not allowed. (Click here for more information.) This offer is nontransferable. Purchases shall be subject to Deli's terms and conditions of sale located at www.Dell.com unless you have a separate written agreement with Deli. Deli is not responsible for typographical or other errors or omissions regarding prices or other information contained in this preliminary quote.

DELL

QUOTATION

QUOTE #:

192660163

Customer #:

1935449

Contract #:

N3005

CustomerAgreement #:

A63307

Quote Date:

12/17/04

Date: 12/17/04 1:00:35 PM

Customer Name:

LEE COUNTY

FINANCE DIV

TOTAL QUOTE AMOUNT:	\$14,495.84		_
Product Subtotal:	\$14,495.84		- Java-
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	

GROUP: 1 QUANTITY: 2	SYSTEM PRICE: \$7,247.92 GROUP TOTAL: \$14,495.84
Base Unit:	PowerVault 775N,2U,3.06GHz Xeon,1MB Cache,533MHz FSB (221-4837)
Processor:	2nd Processor, Xeon, 3.06GHz PowerVault 775N, 533MHz FSB (311-3554)
Memory:	4GB DDR SDRAM 266MHZ (4X1GB) PowerVauit (311-3838)
Keyboard:	No Keyboard Option (310-3281)
Hard Drive:	2 X 18GB, 15K RPM, Ultra 320, SCSI Hard Drive,PowerVault 775 (340-9474)
Hard Drive Controller:	Raid on Motherboard,PERC3-DI 128MB,with Documentation,for Dell PowerEdgl 2656
Floppy Disk Drive:	1.44MB,3.5 in,Floppy Drive Dell PowerEdge Servers (340-3961)
Operating System:	Windows Storage Server 2003 Enterprise Fibre Channel for PowerVault 775N/770N (- 3938)

NIC:	Dual On-Board NICS ONLY (430-8991)	
CD-ROM or DVD-ROM Drive:	24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)	
Speakers:	5 Bay SCSI Hard Drive Backplane,1X5, (1 in only) PowerEdge 2650 (340-3932)	
Occumentation Diskette:	No Hard Copy Documentation (310-1989)	
Feature	MR1,ROMB 0,C3,for Dell PowerEdge 2650 (340-3945)	
Feature	Rack Chassis w/Rapid Rails forDell, HPQ or other Square HoleRacks, PE2650 (310-	
Service:	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolu (950-0117)	
Service:	Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-011)	
Service:	Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0148)	
Service:	Premier Enterprise Support Service Gold Welcome Letter (310-3785)	
Service:	Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-	
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial (902-6270)	
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2 /ear Extended (902-5072)	
nstallation:	On-Site Installation Declined (900-9997)	
lisc:	Redundant Power Supply 125V, without Y-cord for PE 2650 (310-4719)	
lisc:	intel Pro 1000MT Copper Gigabit Network Adapter (420-4024)	

SALES REP:	APRIL L Phillips	PHONE:	
			800-981-3355
Email Address:		Phone Ext:	
	April_L_Phillips@dell.com		44721

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement,

is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

**Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.

<u>Please indicate your taxability status on your PO.</u> If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. **

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee