

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for REQNUMBER

ISCL0093

ADDRESS CORRESPONDENCE TO A DENTION OF

KRISTA FERRELL B04-558-2596

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RFQ COPY TYPE NAME/ADDRESS HERE Sirius Computer Solutions, Inc. 613 NW Loop 410, Suite 1000 San Antonio, TX 78216

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

I. SCOPE

The Data Center, West Virginia Office of Technology, identified hereinafter as "the agency", seeks a virtual tape solution that includes a two-way grid with replication between its primary Data Center located in Charleston, W. Va., and its Recovery Center located in Flatwoods, W.Va. This system will replace the current physical tape solution described in Section II, Current Environment.

The agency is seeking a virtual tape solution that replaces the current system, but also includes physical tape drives and an automated tape library at the Recovery Center as a means for feeding the agency's contracted disaster recovery facility (SunGard).

Details for mandatory requirements are described in Section III. The State shall make the award to the lowest-cost response that meets all the mandatory requirements.

II. CURRENT ENVIRONMENT

The agency currently owns and operates the following tape storage systems:

Qty.	Machine/Product	Product Description
2	9310	StorageTek library storage modules
2	9311	StorageTek library control units
1	4410	StorageTek library storage modules
1	4411	StorageTek library control units
12	3590-B1A	IBM Magstar tape drives
3	3590-A50	IBM Magstar control units
16	9490-M34	StorageTek Timberline tape drives

The agency currently operates a z/10 IBM mainframe utilizing the above-listed tapes hardware at its primary Data Center in Charleston. CA-1's TMS is used to manage the tapes, with HSM also utilized to provide automatic migration of data from disk to physical tape. The agency currently has approximately 42 terabytes of compressed tape data located on 3490 and 3590 tape media.

On Sunday mornings, a full backup of the operating system and disk is made on 3590 tapes, then they are transported offsite. This backup is kept for two weeks, then rotated back and scratched when the third weekly backup is made. These backups are

the primary means by which a Disaster Recovery system, currently provided by SunGard, is created.

User agencies create copies of their own data on more frequent intervals, and make those tapes available for offsite transport. These tapes are also taken to Sungard in the event of a disaster.

III. REQUIREMENTS

The vendor shall provide a solution that includes systems located in the primary Data Center in Charleston and the Recovery Center in Flatwoods. The system at the Recovery Center shall include physical tape drives. The solution must meet all of the following mandatory requirements.

- The vendor will supply all the equipment and software specified in Appendix A, or equal.
- The equipment shall be new. Remanufactured or warranted-as-new equipment is unacceptable.
- 3. The solution shall support data replication between the primary virtual tape server at the primary Data Center and the Recovery Center. The customer will provide the telecommunication equipment and bandwidth required to enable replication between the Centers.
- 4. The solution shall allow for creation of physical tapes at the remote location for disaster recovery purposes. Physical tapes must be capable of holding at least 700 GB of uncompressed data.
- The solution shall allow for removal of physical tapes from the remote location for disaster recovery purposes.
- 6. The physical tape drives hardware (minimum of 6 drives) shall be capable of selectable encryption, in order for the customer to encrypt data that is on physical tape. All software and hardware required for encryption, including, but not limited to, key management, must be included in the proposal.
- 7. The automated physical tape library, to be located at the Recovery Center, must to capable of holding a minimum of 210 physical tapes initially (including up to ten cleaning tapes). The tape library must be expandable to allow for future growth.
- 8. The system shall be capable of handling 70 TB of uncompressed usable data.
- 9. The solution will support z/OS, z/VM and Linux environments, and shall be capable of defining virtual drives that are usable by applications residing in any of those environments.

- 10. The solution must allow for remote monitoring and operation of all hardware.
- 11. The solution must support and be compatible with all other current hardware and software currently in production at the customer's site. A list of the customer's current hardware and software is provided in Appendices B and C.
- 12. The system must be capable of recovering volume serial numbers in the event of a file system failure.
- 13. The system must be capable of data compression.
- 14. The vendor shall specify the bandwidth requirements for replication between the primary Data Center and the Recovery Center.

IV. INSTALLATION AND MAINTENANCE

1. The vendor shall install the primary virtual tape server at the customer's central site:

Building 6, Room 110 1900 Kanawha Blvd. E. Charleston, WV 25305

The vendor shall install the secondary virtual tape server at the Recovery Center located approximately 75 miles from the central site. The address of the secondary location is:

Braxton Technology Center 89 Richard D. Minnich Drive STE 103 Sutton, WV 26601

- The vendor and agency shall meet, at the agency's primary Data Center, within 15
 days after issuance of purchase order, to discuss pre-installation activities as well as
 the actual installation, and to agree on an installation date.
- 3. The systems shall be operational within 30 days after they are installed. The virtual tape solution will not be considered fully operational until the offsite component is fully integrated with the central site component and a migration plan for data from existing tapes has been agreed upon and implemented.
- 4. The vendor shall provide on-site hardware, firmware, and software engineering support, and agency training, at or about the time of systems installation.
- 5. The systems shall be maintained by the manufacturer or by a representative(s) trained and authorized by the manufacturer.

- 6. The vendor shall warrant and maintain the systems for 48 months after installation. During this 48-month period, the vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes and modifications, and otherwise maintain the systems at no cost to the agency.
- The vendor shall identify any trade-in allowances for existing equipment replaced by the system. All de-installation and shipping costs shall be borne by the vendor.

V. IMPLEMENTATION OF THE VIRTUAL TAPE SOLUTION

The services specified in the following subsections shall be performed at the agency's sites and shall continue until all the services have been provided to the agency's satisfaction and the system is fully operational.

1. Assist with System Planning and Preparation

The vendor shall provide on-site consulting to discuss resource allocation management, storage administration and systems programming requirements. Topics may include the following:

- 1. DF/SMS allocation methodologies;
- 2. JCL requirements;
- 3. DF/SMS ACS utilization;
- 4. Planning and implementation of library partitioning.

2. Provide Technical Consultation

The vendor shall review the following topics with the customer and give detailed instructions and guidance:

- 1. DF/SMS software support;
- Data migration considerations, including coexistence with other automation solutions;
- 3. Interaction between the Virtual Tape Equipment and DF/SMS software support;
- 4. Interaction between the Virtual Tape Equipment and the TMS tape management system;
- 5. Interaction between the Virtual Tape Equipment and applicable OEM software;

- 6. Logical partitioning;
- 7. Preparation for installation;
- 8. Interaction between Virtual Engine, the Library Manager and the host, including physical tapes, logical volumes ("LVOLs"), and inventories.
- Device table generations such as Unit Control Blocks ("UCB") and Eligible Device Table ("EDT");
- 10. Generation of the Hardware Configuration Definition ("HCD").

3. Provide Operational Training and Education

The vendor shall provide sessions to cover the following:

- 1. System overview of Hosts and Virtual Engine in a grid configuration;
- 2. Console messages meaning and operator actions;
- 3. Operator intervention procedures;
- Abnormal situations and recovery;
- 5. Interaction between the Virtual Tape environment and TMS
- 6. Interaction between the Virtual Tape Equipment and other software products;
- 7. Operator actions with DF/SMS;
 - a. System status displays
 - b. System commands
 - Messages and meanings
- 8. System commands- system status displays- messages and meanings;
- 9. DF/SMS Definitions;
- 10. ISMF panels;
 - a. Parmlib member changes
 - b. Proclib member change
 - c. ACS routines
- 11. Parmlib member changes- Proclib member changes;
- 12. Tape management system User Exit processing.

VI. MISCELLANEOUS TERMS AND CONDITIONS

- 1. The customer will purchase the systems outright. Other procurement options will not be considered.
- 2. The customer will not formally accept a system until it has operated without failure for 30 consecutive days.
- 3. The vendor will be considered prime contractor, and shall therefore be solely responsible for satisfying all mandatory requirements of this RFQ, including maintenance. The use of subcontractors will not relieve the vendor of its prime contractor responsibilities.
- 4. A manufacturer's business partner submitting a bid independently of the manufacturer, or on behalf of the manufacturer, will have prime contractor responsibilities. The State will not act as a third party in any arrangements between the manufacturer and its business partners.

VII. COSTS

1. The vendor shall complete the following cost sheet and submit it as part of the bid response. All costs shall be identified on the cost sheet. Costs will be all inclusive including all hourly rates, travel, and all goods/services needed to fulfill the mandatory requirements. The Grand Total Cost will be the firm bid price.

COST SHEET

Sirius Computer Solutions, Inc. **VENDOR NAME** 613 NW Loop 410, Suite 1000, San Antonio, TX 78216 VENDOR ADDRESS Tim Cooper VENDOR CONTACT 330-702-1517 VENDOR PHONE NO. See proposal COST OF VIRTUAL TAPE EQUIPMENT (including 48 month warranty) See proposal COST OF SOFTWARE (for 48 months) See proposal COST OF INSTALLATION See proposal COST OF SHIPPING COST OF VTS IMPLEMENTATION (see Section VI) See proposal See proposal TRADE-IN ALLOWANCE

GRAND TOTAL COST

See proposal

APPENDIX A

Product	Description	Qty
5608-A93 0003	IBM Tivoli Lifecycle Manager Reg:3 Yr TKLM For Storage RVU SWMA 3Y Reg	1 6
0003	IBM Tivoli Key Lifecycle Manager V2.0 TKLM for Storage per RVU IBM Tiv Key Lifecyle Mgr for Storage	1 6 1

Product	Description	Qty
2504 1 22	TS3500 Tape Library	1
	3592 Fibre Drive Mounting Kit	6
1515	Intermediate Capacity on Demand	1
	Full Capacity on Demand	1
1650	16 Additional 3592 I/O Slots	1
		ī
	Entry ALMS Intermediate ALMS	1
1970 100 100 100	Full ALMS	ī
	Power Distribution Unit	1
		1
2710	Remote Support Facility	î
	TS3000 System Console	i
	Internal Modem	1
	TS7700 BE SW Mounting Hardware	1
	TS7700 BE 4Gb Switch	1
	Attach to 3953 LM/TS7700	6
	Plant Install 3592 E05 in 3584	1
	No Host Cables From Plant	1
	Encryption Configuration	1
9954	Nema L6-30 Power Cords	,1
3592-E05	IBM TS1120 Tape Drive	6
6013	13 Meter LC/LC Fibre Channel Cable	12
	zSeries ESCON/FICON Attach	6

9592 E	Encryption Capable - Plant	6
9677 P	Plant Install 3592 in 3584	6
3599-014 II	BM Tape Cartridge 3592 Extended Data with	1
	abeling and Initialization	7
	0-Pack 3592 Extended Data Cartridges	1
9003 A	Alpha prefix background - red	1
9022 1	Label background: Color/Vibrant Media Identifier Letters 'JB'	1
PERMISSION DI	E3 Format	1
	First character of Volser is X	1
	Second character of Volser is 6	1
	Third character of Volser is 0	1
	Fourth character of Volser is 0	1
9500 I	Fifth character of Volser is 0	1
2500 014 T	BM Tape Cartridge 3592 Extended Data with	1
3399-014 I	Labeling and Initialization	
	20-Pack 3592 Extended Data Cartridges	3
	Alpha prefix background - yellow	1
9022	Label background: Color/Vibrant	1
9032	Media Identifier Letters 'JB'	1
	E3 Format	1
	First character of Volser is L	1
	Second character of Volser is 5	1
	Third character of Volser is 0	1
	Fourth character of Volser is 0 Fifth character of Volser is 0	1
9500	Filth character of voiser is o	
3599-017	3592 Tape Cartridge (cleaning)	1
7005	5-Pack Cleaner Cartridges with Media ID	2
	Labels	
3052_E05	Tape Frame	1
	Dual AC Power	1
	Redundant AC Power	1
55.50	TS3000 System Console	1
	Internal Modem	1
5628	Plant Install 3957-V06	1
5640	Plant Install 3956-CC8	1
5759	Integrated Control Path	1

7312 TS7700 Base Frame 9954 NEMA L6-30 Power Cord	1
3952-F05 Tape Frame 1903 Dual AC Power 1904 Redundant AC Power 2732 TS3000 System Console 2733 Internal Modem 5626 Plant Install 3957-VEA 5635 Plant Install 3956-CS8 5646 Plant Install 3956-XS7 5759 Integrated Control Path 7322 TS7720 Base Frame 9954 NEMA L6-30 Power Cord	1 1 1 1 1 1 1 1 1
3956-CC8 TS7740 Cache Controller	1
7123 9.6 TB Fibre Storage	1
9352 Plant Install in F05	1
3956-CS8 TS7720 SATA Cache Controller	1
7114 32 TB SATA Storage	1
9352 Plant Install in F05	1
3956-XS7 TS7720 SATA Cache Module	1
7114 32 TB SATA Storage	1
9354 Plant Install in F05	1
3957-V06 TS7740 Virtualization Engine 0201 9 Micron LC/LC 31 Meter 1033 1Gb Grid Dual Port Optical SW Connection 2715 Console Attachment 3442 FICON Long Wavelength Attachment 4015 Grid Enablement 5240 Dual Port FC HBA 5267 1 TB Cache Enablement 5268 100 MB/sec Increment 9000 Mainframe Attachment 9219 TS3500 Attach 9350 Plant Install V06 in F05 9461 8GB Memory Upgrade - Plant	1 2 2 1 2 1 3 2 1 1 1 1 1 1

3057_VFA	TS7720 Virtualization Engine Server	1
0201	9 Micron LC/LC 31 Meter	2
	1Gb Grid Dual Port Optical SW Connection	2
		1
	Console Attachment	2
	FICON Long Wavelength Attachment	1
	Grid Enablement	1 1
	100 MB/sec Increment	1
9000	Mainframe Attachment	1
9268	100 MB/s Throughput - Plant	1
	Plant Install V06 in F05	1
	8GB Memory Upgrade - Plant	1

APPENDIX B

WYOT DATA CENTER HARDWARE Effective 11/17/10

CPUs 1	IBM z10 (Model 2098-E10) capacity setting V02 Enterprise Server also containing one IFL and one zIIP engine
DASD 1	IBM 2105-800 TotalStorage Enterprise Storage Server with 5.2 TB with 6 FICON Ports, FlashCopy, PAV, and:
2 4 1 7 1 1 7 1	2124 72.8GB Disk, 8-pack, 10K RPM 2125 145.6GB Disk, 8-pack 2717 ESS Master Console 2924 Operator Panel Lang, US English 3013 Dual Port 64 Bit ESCON Adapters 4014 16 GB Cache 8005 PAV - Up to 6TB 8305 FlashCopy - Up to 6TB 9770 STD ESCON Cable (MT/RJ-DUP QTY 14) 9854 Three-Phase 50/60 Hz, 60 Amp
1 1 1	9870 Nominal AC Voltage: 200V240V 2240-FLC ESS Function Authorization 8305 FlashCopy - Up to 6TB
1 1 1 1	9934 IBM E-server z Series Designator 2240-PAV ESS Function Authorization 8005 PAV - Up to 6TB 9934 IBM E-Server z Series Designator
Tape Units 2 1 1 1 1 1 3	***(TO BE REPLACED BY THIS PROCUREMENT)*** STK 9310 Library Storage Module STK 9311 Library Control Unit STK 4410 Library Storage Module STK 4411 Library Control Unit STK 4430 Library Management Unit STK 9490 M34 Cartridge Drive (16 Transports) IBM 3590-B1A Cartridge Drive (12 Transports) IBM 3590-A50 Tape Control Unit

Printers

- 2 IBM InfoPrint 4000 Printer (Models ID1/ID2)
- 1 STK 5000 Impact Printer

Supplementary Printing Equipment

- 1 Roll Systems 800152 Unwinder
 - 2 Roll Systems 800162 Folder/Job Separator
 - 1 Roll Systems 501254 Output Unloader
 - 1 Roll Systems 503176 Cutter
 - 1 Roll Systems 503410 Trimmer
 - 1 Roll Systems 500777 Stacker
 - 1 Roll Systems 50386601 Web Handler

Communications Equipment

- 1 Cisco Systems 7513 Router
- 1 Cisco Systems AS5200 (used for remote ISDN applications)
- 1 Cisco Systems Pix Firewall
- 2 IBM 31741L Cluster Controller

Spectrol 601C Data Analyzer

APPENDIX C

WVOT DATA CENTER ENTERPRISE SERVER SOFTWARE Effective 02/15/11

VENDOR/SOFTWARE	<u>FUNCTION</u>	
IBM		
z/OS Version 1, Release 11 (5751-CS9)	Operating System	
RMF V1, R11 (5694-A01)	Provides basis for tuning the system to user requirements and tracks resource utilization	
DFSMS/DFP/DSS/HSM V1, R11 (5694-A01)	Provides data management, device support, program library management, utility functions, user and system catalog support, hierarchical storage manager, and dataset services for ESA operating system	
SMP/E V3, R5 (5694-A01)	Supports software changes and new functions, corrective and preventative service, and user modifications in ESA	
z/OS Security Server (RACF) V1, R11 (5694-A01)	Security server	
EREP V1, R11 (5654-260)	Reports on hardware/software exceptions and conditions	
SecureWay Communications Server V1, R11 (5694-A01)	Telecommunications access method.	
TSO/E V1, R11 (5694-A01)	Allows users to interactively share computer time and resources	
z/VM V5, R4.0 (5741-A05)	Operating system (z/VM). NOTE: V6, R1 is undergoing inhouse testing.	

DB₂

V8, R1.0 (V9R1 in-house)

(5675-DB2)

Relational database management system that allows definition,

access, and recovery of data.

CICS Transaction Server for

z/OS R3.2

(5655-M15)

Transaction processor

DB2 Connect Unlimited

Edition

for Linux & z Series V8.2 (fixpack 7) Part No. D50MQLL Allows remote access to DB2 mainframe databases.

AFP Collection Fonts

V1, R1.0 (5648-113)

Advanced function printing

Page Printer Formatting

Aids/370 V1, R1.0 (5688-190) Advanced function printing

Overlay Generation Language

(OGL/370) V1, R1.0 (5688-191) Advanced function printing

Print Services Facility

V4, R3 (5655-M32) Advanced function printing

ACIF

V4, R3 (5655-M32) Indexing facility for PSF

DFSORT

V1, R11 (5694-A01)

Sort and merge

DITTO/ESA

V1, R11 (5655-103)

Multipurpose disk and tape utility

Enterprise COBOL for z/OS

V3.4.1

Programming language

(5655-G53)

High Level Assembler

V1, R9 (5694-A01) Language base required in operating system

SDSF

V1,R11 (5694-A01) Productivity aid used in conjunction with ISPF/PDF (TSO)

SDFII/CICS

V1, R4 (5665-366) CICS screen definition facility

ISPF

V1, R11 (5694-A01) TSO programmer productivity aid

OS/PL/1 Optimizer, Compiler

V2, R3.0 (5668-910) Pl/1 compiler with optimizer and Library

GDDM/MVS

V1, R11 (5694-A01) Graphical data display manager

HTTP Server

V5.3

(5694-A01)

Web Server

Tivoli Storage Manager

V5.5.4.2 (5698-A11) Data Backup

z/OS V1.11 C/C++ Compiler

(5694-A01)

Compiler

Ported Tools for z/OS

V1.01.04 (5655-M23) Provides secure encryption for remote login to the z/OS shell

and to

remote file transfer

DITTO/ESA for MVS

V1.03 (5655-103) Tape utility

XML Toolkit for z/OS

Assists in creating, integrating, and maintaining

V1.10 (5655-J51)

business-tobusiness solutions (open source code)

ASG

The Monitor for CICS

V3.1

CICS performance monitor

The Monitor for DB2

V4.0

DB2 performance monitor Upgrade to V4.1 in progress

ViewDirect for MVS

V6.4

Report distribution

DocumentDirect

V4.2

Report distribution for the client

BMC Software

Control-M

V6,2.20

Batch job scheduler

Control-M/Restart

V6.2.20

Batch job restart facility

Candle

AF/OPERATOR

V340

Data Center Automation

SA IOM

V2R1

Enterprise server beeper/pager support

Chicago-Soft

MVS/QuickRef

R7.3

Online message and code reference

Computer Associates

CA-UNICENTER TNG

R11.5 SP08

Common services and enabling technology for CA systems

management solutions

Real-time system performance measurement CA-PMA/LOOK R7.1 Tape management system CA-1 R12.0 CICS source code tool CA-InterTest R8.0 VTAM session manager CA-N-VISION/TPX R5.2 User source code library CA-LIBRARIAN/VS R4.3 DB2 development aids Plan Analyzer Unicenter PPA 11.5.1 (installing 14.0) DB2 development aids **Batch Processor** Unicenter RBP 11.5.1 (installing 14.0) DB2 development aids RC/Migrator Unicenter RCM 11.5.1 (installing 14.0) DB2 development aids RC/QUERY Unicenter RCQ 11.5.1 (installing 14.0) DB2 development aids RC/Secure Unicenter RCS 11.5.1 (installing 14.0) DB2 development aids RC/Update Unicenter RCU 11.5.1 (installing 14.0) DB2 development aids Info-Refiner Advantage INFOREF 11.5.1 (installing 14.0) DB2 development aids PRF Adv. Rept. Facility 11.5.1 (installing 14.0)

VISION:RESULTS

R12.0

4GL information management and report generator

VISION:Sixty

R12.0

Fixed-form report generator and extended utility

The following CA products

are for

Tax & Revenue use only

CA-Datacom/DB Product Pak

R11.0 SP04

Database

Datacom/DB

CA-Datacom Server

R3.0

Communications component. Provides SQL access to CA-Datacom/DB mainframe data.

Provides communications to programs operating with CA-

CA-Datacom/CICS Services

R11.0 SPO1

CA-Datacom Datadictionary

R9.0

Datadictionary for CA-Datacom/DB

CA-Datacom/DL1
Transparency

R2.3 (9912)

Allows programs that were written for IMS/DB or DL/1 to execute unchanged under CA-Datacom/DB

CA-Datacom/Ext SQL

R9.0

Extension beyond ANSI standard. Allows SQL queries on a relational database.

CA-Datacom/IMS DC

Services R1.0A Allows interfacing between IMS and Datacom: the ability to

write in IMS and read in Datacom

CA-Datacom/VSAM

Transparency

R2.2

Conversion tool that permits a VSAM-based application to

operate under the control of CA-Datacom/DB

CA-Quikserv for VSAM

R1.0

Allows VSAM application to access data in Datacom that has

been migrated from a VSAM environment

Innovation

FATS/FATAR

R4.0

Tape surface verification and copy

Levi, Ray and Shoup

VTAM Printer Support

System (VPS)

Supports remote printers without need for RJE connection

V1, R8.0

VPS/TCPIP R1, R8.0 Supports TCP/IP Printers

DRS

V1, R3.4

Dynamically routes print output

VMCF/TSO V1, R8.1 Facilitates control of printers

MacKinney Systems

Batch To CICS

V1, R3

Allows programmers to move all or part of files in and Out of

CICS via TSO

KWIK-KEY

R3.3

VSAM alternate index builder

CICS/MORNING NEWS

R3.1

Broadcasts news to CICS users

CICS/MESSAGE

R5.1

Sends messages to terminals, userids, and operator consoles

Novell

Linux

SLES 9 and 10

Operating System

Oracle

Oracle 9i and 10G

R9.2.0.3.0

Relational data base management system

Pitney Bowes

StreamWeaver

Provides added print design functionality

R6.4.7

PROGINET

Cyberfusion Integration Suite Data mover

Software AG (for DHHR use only)

ADABAS Relational database facility R8.1.3 Upgrade to R8.2.2 in progress

ADABAS CICS Interface Relational database facility
Upgrade to R8.2.2 in progress

NATURAL Software development tool R4.2.5 Upgrade to R4.2.6 in progress

NATURAL CICS Interface Software development tool Upgrade to R4.2.6 in progress

NATURAL Security Software development tool Upgrade to R4.2.6 in progress

NATURAL TSO Interface Software development tool Upgrade to R4.2.6 in progress

NATURAL for DB2 Software development tool
R4.2.5 Upgrade to R4.3.1 in progress

PREDICT Data dictionary

R4.5.2 Upgrade to R4.6.1 in progress

SYSTEM MAINTENANCE Software installation tool

AID
R1.3.1 Upgrade to R2.1.2 in Progress

Entire X Broker Messaging Server V7.2.1 Upgrade to R8.0.1 awaiting user-agency action

SAS Institute

SAS Statistical analysis, data creation, report writing

R9.2

SAS ACCESS/DB2

DB2 interface

R9.2

SAS/FSP

Editing procedure for SAS datasets

R9.2

SAS/SHARE

SAS file updating tool

R9.2

Serena International

COMPAREX

Compares, and highlights the difference between, two files of

any structure or organization

Serena StarTool FDM

V7.7.0

R6.2.0

Multipurpose online utility

Sterling Commerce (for DHHR use only)

Connect:Direct for OS/390

Host-to-Host file transfer

V4, R4.04

StorageTek

HSC

Host software component for automatic cartridge system

R6.1

PM2

V6.0A

Reports on StorageTek hardware exceptions

Unicom Systems

CARTS-TS

R3.6.0

Tape stacking

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-			
	ing the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,			
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,			
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,			
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,			
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,			
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,			
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.			
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.				
authorize the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.			
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.				
Bidder	:Signed:			
Date:_	Title:			

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

	ISCL0093
RFQ No.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Sirius Computer Solutions, Inc.
Authorized Signature:
State of Texas
County of Bexar to-wit:
Taken, subscribed, and sworn to before me this 20thay of
My Commission expires 8 , 2014.
AFFIX SEAL HERE NOTARY PUBLIC
PHYLLIS J. BYRD My Commission Expires April 01, 2014

Solution Proposal

Solution Proposal For
Virtual Tape System
Prepared For

West Virginia Office of Technology July 21, 2011

> Tim Cooper Senior Account Executive













www.siriuscom.com 800-460-1237



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Cover Letter

July 21, 2011

Ms. Krista Ferrell Buyer Supervisor – File 21 West Virginia State Purchasing Division 2019 Washington Street, East Charleston, WV 25305

Dear Krista:

Thank you for the opportunity for Sirius Computer Solutions (Sirius) to response to the West Virginia Office of Technology (WVOT) Request for Quote for a Virtual Tape System.

Sirius feels that with the known complexity and unique requirements found within this RFQ that it is imperative for WVOT to reconsider the solution as currently written. <u>In short, based on the responses to the technical questions, this solution as currently requested will not work as desired.</u>

It must be pointed out that the current RFQ will not provide WVOT with a viable solution for these succinct reasons:

- WVOT cannot facilitate a restore from the Flatwoods facility since there is neither Disk nor is there
 a CPU
- WVOT cannot facilitate their Sungard recover without native drives. There is no TS7740 (VTS) at Sungard in WVOT's contract – being cost prohibitive.
- WVOT cannot export tapes outside of the VTS and have them read by anything else other than another IBM VTS.

To that effect, Sirius has crafted four (4) solution options that WVOT may consider to address known requirements, missing requirements and what would be optimal configurations.

It is Sirius' recommendation that WVOT consider a *Good*, *Better* or *Best* approach. These three (3) solution options along with an option that most closely matches the RPQ provide alternatives to either begin with an evolutionary approach or a more thoroughly developed approach to meet WVOT's desire of vaulting tape media off-site for disaster recovery and business continuity purposes.

Also of paramount importance, is the <u>tape encryption</u> part of this project and the <u>StorageTek silo removal</u>. Sirius has extensive expertise in doing tape encryption and has included a set of Statements of Work (SOWs) to address known complexities with tape implementations and/or tape encryption. Last, Sirius has a provided silo removals for other clients and that too, is a non-trivial endeavor which takes planning and preparation.

Sirius feel strongly that we can assist in every facet of the RFQ; however, we encourage WVOT to reconvene with Sirius to review the downside of what is outlined in the RFQ configuration and what potentially the solution should look like.

Sincerely, Club

Bonnie M. Cerrito

Senior Vice President of Sales Operations

Sirius Computer Solutions, Inc.



Scope

I. SCOPE

The Data Center, West Virginia Office of Technology, identified hereinafter as "the agency", seeks a virtual tape solution that includes a two-way grid with replication between its primary Data Center located in Charleston, W. Va., and its Recovery Center located in Flatwoods, W.Va. This system will replace the current physical tape solution described in Section II, Current Environment.

The agency is seeking a virtual tape solution that replaces the current system, but also includes physical tape drives and an automated tape library at the Recovery Center as a means for feeding the agency's contracted disaster recovery facility (SunGard).

Details for mandatory requirements are described in Section III. The State shall make the award to the lowest-cost response that meets all the mandatory requirements.

I. Response:

Please find the following four (4) solution options along with descriptions of how each solution would fit into WVOT's current and/or long term tape strategy of two-way replication between Charleston and Flatwoods.

<u>Detailed configuration options</u> are found in the **Miscellaneous Terms and Conditions** section.

Accompanying Statements of Work are found in the Additional Information section.

Option 1 - This would provide the foundation or starting point for a phase (evolutionary) solution approach to meeting two-way grid computing. It focuses on Production site only with the following components:

Production site

TS7720 VTS TS3500 Tape Library 3592-E05 (4) 3592-C06 Controller TKLM/Encryption

Duplication of data in the VTS is going to be accomplished with the Open Tech software that is included in our Response along with native zOS utilities.





Option 2 - This solution provides WVOT with a Tapeless VTS at the Production site with the ability to replicate from Production to its Recovery Center, facilitated by FICON routers for channel extension – which is required due to the distance between the sites. At the Flatwoods site there would be only native tape drives.

Duplication of data in the VTS is going to be accomplished with the Open Tech software that is included in our Response along with native zOS utilities.

Production Site

TS7720 VTS FICON Routers TKLM

Vault Site

TS3500 Tape Library 3592-E05 (4) tape drives 3592-C06 Controller FICON Router TKLM

Option 3 - This solution closely matches the RFQ; however, it provide new VTS engines (3957-V07 / VEB) using Power 7 technology versus the older Power 6 technology (3957-V06 / VEA) that was found in the RFQ. This covers both the Production site and includes native drives at the Flatwoods site.

This configuration also removes an unnecessary TS3000 service console that was included in the RFQ configuration. This solution also includes the ability to replicate from Production to its Recovery Center, facilitated by FICON routers for channel extension. As mentioned above, native drives are a requisite of this configuration to achieve DR functionality.

Production Site

TS7720 VTS FICON Routers TKLM

Vault Site

TS7740 VTS with 6 backend E05 drives in grid with TS7720 at Prod site TS3500 Tape Library 3592-E05 (10) tape drives 3592-C06 Controller FICON Router TKLM/Encryption for everything using tape drive

Again, the duplication of data in the VTS is going to be accomplished with the Open Tech software that is included in our Response along with native zOS utilities.

Option 4 - This is the nearly the same as Option 3; however, it matches the request (RFQ) for the older VTS engines and an excessive TS 3000 Services Console. Additionally, it add the native tape drives not be requested by the RFQ – making this similar to Option # 3.

Again, the duplication of data in the VTS is going to be accomplished with the Open Tech software that is included in our Response along with native zOS utilities.



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Requirements

Due to the limitations in the RPQ's prescribed Virtual Tape Solution, Sirius' response is to provide four (4) solution options that most closely meet the RFQ requirements. Sirius is able to meet all the requirements with our solution options that have been outlined herein.

Please see <u>Scope Section</u> for general overview of the solution and <u>Miscellaneous T&C – Configurations Section</u> for detailed e-configurations of the respective solutions.

III. REQUIREMENTS

The vendor shall provide a solution that includes systems located in the primary Data Center in Charleston and the Recovery Center in Flatwoods. The system at the Recovery Center shall include physical tape drives. The solution must meet all of the following mandatory requirements.

- The vendor will supply all the equipment and software specified in Appendix A, or
 equal.
- 2. The equipment shall be new. Remanufactured or warranted-as-new equipment is unacceptable.
- The solution shall support data replication between the primary virtual tape server at the primary Data Center and the Recovery Center. The customer will provide the telecommunication equipment and bandwidth required to enable replication between the Centers.
- The solution shall allow for creation of physical tapes at the remote location for disaster recovery purposes. Physical tapes must be capable of holding at least 700 GB of uncompressed data.
- The solution shall allow for removal of physical tapes from the remote location for disaster recovery purposes.
- 6. The physical tape drives hardware (minimum of 6 drives) shall be capable of selectable encryption, in order for the customer to encrypt data that is on physical tape. All software and hardware required for encryption, including, but not limited to, key management, must be included in the proposal.
- 7. The automated physical tape library, to be located at the Recovery Center, must to capable of holding a minimum of 210 physical tapes initially (including up to ten cleaning tapes). The tape library must be expandable to allow for future growth.
- 8. The system shall be capable of handling 70 TB of uncompressed usable data.
- The solution will support z/OS, z/VM and Linux environments, and shall be capable
 of defining virtual drives that are usable by applications residing in any of those
 environments.





- 10. The solution must allow for remote monitoring and operation of all hardware.
- 11. The solution must support and be compatible with all other current hardware and software currently in production at the customer's site. A list of the customer's current hardware and software is provided in Appendices B and C.
- 12. The system must be capable of recovering volume serial numbers in the event of a file system failure.
- 13. The system must be capable of data compression.
- 14. The vendor shall specify the bandwidth requirements for replication between the primary Data Center and the Recovery Center.





Installation and Maintenance

Sirius agrees to all items listed in this section including:

Meeting within 15 days after issuance of purchase order. It is IBM's and Sirius'
practice of running a **Technical Delivery Assessment** (TDA) for every new
installation. The TDA is a meeting to identify what is or will be ordered, who owns
what piece of the implementation and corresponding responsibilities along with
providing a project plan for implementation.

The successful of this project can be directly tied to the TDA (formerly called a System Assurance Review or SAR).

- The systems will be operational within 30 days of installation based on a cohesive effort between Sirius and WVOT. Average installations that less than three (3) weeks.
- On-site hardware, firmware and software engineering support and training is something Sirius will do and has done very successfully numerous times with clients in the tri-state area.
- Warranty and maintenance for 48 months is included with this response.
- There is <u>no</u> trade-in value for the StorageTek silos it would only be a 'shell-game' since there is no inherent value with these tape complexes and they will have a disconnection and removal charge associated with them.





Implementation of the Virtual Tape Solution - Must Read

The implementation of the Virtual Tape Solution is comprised of four (4) initiatives. They include the following:

- 1) Virtual Tape Solution as chosen by WVOT. This presumes WVOT takes the time to review the Sirius configurations and solution options and then decides which option is most appropriate Good, Better or Best.
- 2) Encryption Implementation Sirius has numerous, referencable clients who have utilized our Professional Services to implement their encryption strategy. This initiative requires a minimum of two (2) hours to just detail the myriad of options that the IBM encryption (using Tivoli Key Lifecycle Manager aka <u>TKLM</u>) solution could look like.

Following the initial two (2) hour discussion, Sirius would need to invest about four (4) hours into an on-site 'boot camp' where we fully educate WVOT in what encryption includes and what all the terminology represents. This is typically how Sirius begins the on-site implementation of any encryption project - so that the client is better informed in the process and more knowledgeable of the functioning components of the solution. This is only reinforced when working with supporting documentation that Sirius develops as part of the delivery.

- 3) Silo Removal The current StorageTek (SUN/Oracle) tape complex, including two (2) 9310 Storage silos, will be required to be broken down into small components and removed from the premises. A manageable and orderly disassembly of the tape libraries will take approximately 12 hours with three (3) certified, trained employees doing the tear-down. These numerous pieces will then have to be removal from the premises.
- 4) Open Tech Software: VDR and DBS Pursuant to Sections 1 (Assist in System Planning and Preparation) and Sections 2 (Provide Technical Consultation), both Open Tech engineering, who are working as sub-contractors, and Sirius consultants will provide ample service to meet all requirements as outlined in these sections.

In short, VDR automates the management and copying of DR significant tape data. DBS automates the process of building JCL to create disk-based full volume backups and does the data stacking on high density tapes.

Collateral on product functionality on the respective products (VDR and DBS) are included as part of our response.





Misc T&Cs, e-Configurations & Open Tech Software

Response:

See attached Customer Agreement.

Additionally, Sirius is providing the <u>detailed e-configurations solution options</u> as well as the product <u>detail for Open Tech System software</u> offerings which are part of our solution offerings.

0	PT	10	N

1

TS7720 and Native Prod Drives

All at Production Site

<u>Product</u>	<u>Description</u>	<u>Qty</u>	<u>Purchase</u>
3584-			
L23	TS3500 Tape Library	1	\$45,000
1515	3592 Fibre Drive Mounting Kit	4	\$2,440
1643	Intermediate Capacity on Demand	1	\$15,000
1644	Full Capacity on Demand	1	\$15,000
1659	16 Additional 3592 I/O Slots	1	\$1,800
1682	Path Failover	1	\$9,000
1692	Entry ALMS	1	\$2,000
1693	Intermediate ALMS	1	\$4,500
1694	Full ALMS	1	\$6,000
2710	Remote Support Facility	1	N/C
2715	Console Attachment	1	N/C
9217	Attach to 3953 LM/TS7700	1	N/C
9680	Plant Install E05 in 3584	4	N/C
9700	No Host Cables From Plant	1	N/C
9900	Encryption Configuration	1	N/C
9972	Dual 4.3M Pwr Cord Non-Watertight	1	N/C
			=======
	3584-L23 Price		\$100,740
3592-			
C06	TS1120 Tape Controller	1	\$36,000
2715	Console Attachment	1	N/C
3442	FICON LW Attachment	2	\$25,700
3478	Dual Ported Fibre Adapters	1	\$4,500
9000	zSeries ESCON/FICON Attach	1	N/C
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			SIAIUS
9478	3592 Drive Attach to C06	1	N/C
9493	Direct Connect Drive/Plant	1	N/C
9595	CU Encryption Configuration/Plant	1	N/C
9752	9-Micron LC/LC Fibre 31m Cable	2	N/C
9888	Plant Install C06 in 3953-F05	1	N/C
2000	Traile motal cook in cook yes		=======
	3592-C06 Price		\$66,200
3592-			
E05	IBM TS1120 Tape Drive	4	\$142,000
6013	13 Meter LC/LC Fibre Channel Cable	8	\$1,800
9000	zSeries ESCON/FICON Attach	4	N/C
9592	Encryption Capable - Plant	4	N/C
9677	Plant Install 3592 in 3584	4	N/C
			=======
	3592-E05 Price		\$143,800
3599-	IBM 3592 Tape Cartridge with Labeling, Scaling and		
011	Initialization	1	N/C
1020	20-Pack 3592 Data Cartridges	7	\$30,429
9003	Alpha prefix background - red	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9030	Media Identifier Letters 'JA'	1	N/C
9081	E2 Format	1	N/C
9121	First character of Volser is L	1	N/C
9206	Second character of Volser is 6	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C
9500	Fifth character of Volser is 0	1	N/C
			=======
	3599-011 Price		\$30,429
3599-			
017	3592 Tape Cartridge (cleaning)	1	N/C
7005	5-Pack Cleaner Cartridges with Media ID Labels	2	\$1,424 =======
	3599-017 Price		\$1,424
3952-			
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
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			SIAIUS
5627	Plant Install 3957-VEB	1	\$720
5635	Plant Install 3956-CS8	1	\$835
5646	Plant Install 3956-XS7	3	\$6,780
5758	Integrated Control Path	1	\$8,425
7322	TS7720 Base Frame	1	\$3,990
9111	Ship with R2.0 Machine Code	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C ======
	3952-F05 Price		\$42,776
3953-			
F05	IBM TotalStorage Library Controller Frame	1	\$16,000
1903	Dual AC Power	1	\$1,120
1904	Redundant AC Power	1	\$2,150
2714	Console Expansion	1	\$865
5505	Base User Interface	1	\$12,000
5510	Plant Install KVM Switch	1	\$1,600
5879	Plant Install 3592-C06	1	N/C
9491	External Fabric Support Plant	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C ======
	3953-F05 Price		\$33,735
3953-			1
L05	IBM TotalStorage Library Manager	1	\$14,000
9048	Library Manager Performance Enhancement - Plant	1	N/C
9065	Plant Install 3953 L05	1	N/C
	3953-L05 Price		\$14,000
	5555 265 1 1166		A CONTRACTOR OF THE PARTY
3956-	T07700 0.77. 0. 1. 0. 1. 0. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	1	¢10.700
CS8	TS7720 SATA Cache Controller	1	\$18,708
7114	32 TB SATA Storage	1	\$58,600
9352	Plant Install in F05	1	N/C =======
	3956-CS8 Price		\$77,308
3956-			
XS7	TS7720 SATA Cache Module	3	\$33,219
7114	32 TB SATA Storage	3	\$175,800
9354	Plant Install in F05	3	N/C
	3956-XS7 Price		\$209,019



2057			SIRIUS
3957- VEB	TS7720 Virtualization Engine Server	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1037	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1	N/C
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
5268	100 MB/sec Increment	1	\$67,500
9000	Mainframe Attachment	1	N/C
9111	Ship with R2.0 Machine Code	1	N/C
9111	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	1	N/C
	100 MB/s Throughput - Plant Plant Install in F05	1	N/C
9350	Plant install in POS	1	=======
	2057 VCD Price		\$227,600
	3957-VEB Price		\$227,000
*****	**************************************	k*********	****
5608-			
A93	IBM Tivoli Lifecycle Manager Reg:3 Yr	1	N/C
3	TKLM For Storage RVU SWMA 3Y Reg	4	\$1,236
5	TKLM Basic Ed PI SWMA 3Y Reg	2	\$2,472
			=======
	5608-A93 Price		\$3,708
5608-			
A99	IBM Tivoli Key Lifecycle Manager V2.0	1	N/C
1	TKLM Basic Ed per Install	2	\$6,180
3	TKLM for Storage per RVU	4	\$3,092
5809	IBM Tiv Key Lifecycle Mgr Basic Ed	1	N/C
5811	IBM Tiv Key Lifecyle Mgr for Storage	1	N/C
	5608-A99 Price		\$9,272
*****	**************************************	*******	****
	Hardware Price		\$947,031
	Software OTC		\$12,980
	331111413 313		========
	IBM System Total List Price		\$960,011
	Sirius Pricing Components:		
	Cost of Virtual Tape Equipment (48 mo wty)		\$911,500
	Cost of Software (48 mo wty)		\$17,000



	CX
	SIAIUS
Cost of Open Tech Software (48 mo wty)	\$210,060
Cost of Installation	\$0
Cost of Shipping	\$0
Cost of VTS Implementation - Sirius Services	\$10,000
Cost of TKLM Encryption Project - Sirius Services	\$18,000
Cost of StorageTek Silo Removal - Sirius Services	\$15,000
Trade-In Allowance	\$0
Grand Total Investment	\$1,181,560

Proposed 3584 library cartridge capacity = 222

OPTION

2

TS7720 and Native Drives at Vault site

<u>Product</u>	<u>Description</u>	<u>Qty</u>	<u>Purchase</u>
2498-			
R06	IBM System Storage SAN06B-R	2	\$37,104
2441	4 Gbps 4Km LW SFP Transceiver	4	\$4,100
2551	1 GbE Copper SFP Transceiver	4	\$3,000
5721	9 Micron Fibre Cable 31m, singlemode LC/LC	4	\$400
7716	2498-R06 Firmware Upgrade, 1 year	2	\$1,290
7717	2498-R06 Firmware Upgrade, 2 years	2	\$2,450
7733	R06 8 Gbps Advanced Extension	2	\$26,130
7738	R06 FICON Accelerator Activation	2	\$86,760
			=======
	2498-R06 Price		\$161,234
222			
3584-	TC2F00 Tana Library	1	\$45,000
L23	TS3500 Tape Library	4	\$2,440
1515	3592 Fibre Drive Mounting Kit	1	\$15,000
1643	Intermediate Capacity on Demand	1	\$15,000
1644	Full Capacity on Demand		Name and the second
1659	16 Additional 3592 I/O Slots	1	\$1,800
1682	Path Failover	1	\$9,000
1692	Entry ALMS	1	\$2,000
1693	Intermediate ALMS	1	\$4,500
1694	Full ALMS	1	\$6,000
2710	Remote Support Facility	1	N/C
2715	Console Attachment	1	N/C
9217	Attach to 3953 LM/TS7700	1	N/C



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			SIAIUS
9680	Plant Install E05 in 3584	4	N/C
9700	No Host Cables From Plant	1	N/C
9900	Encryption Configuration	1	N/C
9972	Dual 4.3M Pwr Cord Non-Watertight	1	N/C
3372	Dual 4.5W FW Cold Non-Watertight	-	=======
	3584-L23 Price		\$100,740
3592-			
C06	TS1120 Tape Controller	1	\$36,000
2715	Console Attachment	1	N/C
3442	FICON LW Attachment	2	\$25,700
3478	Dual Ported Fibre Adapters	1	\$4,500
9000	zSeries ESCON/FICON Attach	1	N/C
9478	3592 Drive Attach to C06	1	N/C
9493	Direct Connect Drive/Plant	1	N/C
9595	CU Encryption Configuration/Plant	1	N/C
9752	9-Micron LC/LC Fibre 31m Cable	2	N/C
9888	Plant Install C06 in 3953-F05	1	N/C
			=======
	3592-C06 Price		\$66,200
3592-			
E05	IBM TS1120 Tape Drive	4	\$142,000
6013	13 Meter LC/LC Fibre Channel Cable	8	\$1,800
9000	zSeries ESCON/FICON Attach	4	N/C
9592	Encryption Capable - Plant	4	N/C
9677	Plant Install 3592 in 3584	4	N/C
			=======
	3592-E05 Price		\$143,800
3599-	IBM 3592 Tape Cartridge with Labeling, Scaling and		le contra de co
011	Initialization	1	N/C
1020	20-Pack 3592 Data Cartridges	7	\$30,429
9003	Alpha prefix background - red	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9030	Media Identifier Letters 'JA'	1	N/C
9081	E2 Format	1	N/C
9121	First character of Volser is L	1	N/C
9206	Second character of Volser is 6	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C
9500	Fifth character of Volser is 0	1	N/C
			=======



	3599-011 Price		\$30,429
3599-			
017	3592 Tape Cartridge (cleaning)	1	N/C
7005	5-Pack Cleaner Cartridges with Media ID Labels	2	\$1,424
			=======
	3599-017 Price		\$1,424
3952-			442.500
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
5627	Plant Install 3957-VEB	1	\$720
5635	Plant Install 3956-CS8	1	\$835
5646	Plant Install 3956-XS7	3	\$6,780
5758	Integrated Control Path	1	\$8,425
7322	TS7720 Base Frame	1	\$3,990
9111	Ship with R2.0 Machine Code	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C ======
	3952-F05 Price		\$42,776
3953-			
F05	IBM TotalStorage Library Controller Frame	1	\$16,000
1903	Dual AC Power	1	\$1,120
1904	Redundant AC Power	1	\$2,150
2722	TS3000 System Console	1	\$5,150
2733	Internal Modem	1	\$226
5505	Base User Interface	1	\$12,000
5510	Plant Install KVM Switch	1	\$1,600
5879	Plant Install 3592-C06	1	N/C
9491	External Fabric Support Plant	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
	3953-F05 Price		\$38,246
3953- L05	IBM TotalStorage Library Manager	1	\$14,000
	IBM TotalStorage Library Manager Library Manager Porformance Enhancement - Plant	1	N/C
9048	Library Manager Performance Enhancement - Plant	1	N/C
9065	Plant Install 3953 L05	ī	IN/C =======
	3953-L05 Price		\$14,000



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			SIAIUS
3956-			
CS8	TS7720 SATA Cache Controller	1	\$18,708
7114	32 TB SATA Storage	1	\$58,600
9352	Plant Install in F05	1	N/C
			4======
	3956-CS8 Price		\$77,308
3956-			
XS7	TS7720 SATA Cache Module	3	\$33,219
7114	32 TB SATA Storage	3	\$175,800
9354	Plant Install in F05	3	N/C
			=======
	3956-XS7 Price		\$209,019
3957-		2 (400.000
VEB	TS7720 Virtualization Engine Server	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1037	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1	N/C
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
5268	100 MB/sec Increment	1 1	\$67,500 N/C
9000	Mainframe Attachment	1	N/C
9111 9268	Ship with R2.0 Machine Code	1	N/C
9350	100 MB/s Throughput - Plant Plant Install in F05	1	N/C
9330	Flant install in Fos	1	=======
	3957-VEB Price		\$227,600
*****	**************************************	******	****
5608-			
A93	IBM Tivoli Lifecycle Manager Reg:3 Yr	1	N/C
3	TKLM For Storage RVU SWMA 3Y Reg	4	\$1,236
5	TKLM Basic Ed PI SWMA 3Y Reg	2	\$2,472 ======
	5608-A93 Price		\$3,708
5608-	1014 THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AN ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO BE AND ADDRESS OF THE 1114 HIS TO B		N/C

IEM Premier Business Partner

A99

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N/C

\$6,180

\$3,092

N/C

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1

IBM Tivoli Key Lifecycle Manager V2.0

1 TKLM Basic Ed per Install

3 TKLM for Storage per RVU

5809 IBM Tiv Key Lifecycle Mgr Basic Ed

5811	IBM Tiv Key Lifecyle Mgr for Storage	1	S!AIUS N/C
	5608-A99 Price		\$9,272
******	**************************************	*******	***
6942-			
25B	Warranty Service Upgrade	1	N/C
50	Request Proposal for Prices	1	N/C
102	2498-R06 24x7x4 WSU	2	\$640
4524	WSU Same Day 24x7x4 Response	1	N/C
			=======
	6942-25B Price		\$640
******	**************************************	*****	***** \$1,112,776
	Services Price		\$640
	Software OTC		\$12,980
	Software 616		========
	IBM System Total List Price		\$1,126,396
	Sirius Pricing Components:		
	Cost of Virtual Tape Equipment (48 mo wty)		\$1,042,500
	Cost of Software (48 mos wty)		\$17,000
	Cost of Open Tech Software (48 mo wty)		\$210,060
	Cost of Installation		\$0
	Cost of Shipping		\$0
	Cost of VTS Implementation - Sirius Services		\$15,000
	Cost of TKLM Encryption Project - Sirius Services		\$18,000
	Cost of StorageTek Silo Removal - Sirius Services		\$15,000
	Trade-In Allowance		\$0
	Grand Total Investment		\$1,317,560

Proposed 3584 library cartridge capacity = 222

OPTION

3 TS7720, TS7740, TS3500 with 3592-E05 Drives, TKLM C06 native



		C	
	Description (lus
<u>Product</u>	<u>Description</u>	<u>Qty</u>	<u>Purchase</u>
2498-			
R06	IBM System Storage SAN06B-R	2	\$37,104
2441	4 Gbps 4Km LW SFP Transceiver	4	\$4,100
2551	1 GbE Copper SFP Transceiver	4	\$3,000
5721	9 Micron Fibre Cable 31m, singlemode LC/LC	4	\$400
7716	2498-R06 Firmware Upgrade, 1 year	2	\$1,290
7717	2498-R06 Firmware Upgrade, 2 years	2	\$2,450
7733	R06 8 Gbps Advanced Extension	2	\$26,130
7738	R06 FICON Accelerator Activation	2	\$86,760
			=======
	2498-R06 Price		\$161,234
3584-		a	and the
L23	TS3500 Tape Library	1	\$45,000
1515	3592 Fibre Drive Mounting Kit	10	\$6,100
1643	Intermediate Capacity on Demand	1	\$15,000
1644	Full Capacity on Demand	1	\$15,000
1659	16 Additional 3592 I/O Slots	1	\$1,800
1682	Path Failover	1	\$9,000
1692	Entry ALMS	1	\$2,000
1693	Intermediate ALMS	1	\$4,500
1694	Full ALMS	1	\$6,000
1950	Power Distribution Unit	1	\$3,729
2710	Remote Support Facility	1	N/C
2715	Console Attachment	1	N/C
4871	TS7700 BE SW Mounting Hardware	1	\$3,020
4872	TS7700 BE 4Gb Switch	1	\$32,700
9217	Attach to 3953 LM/TS7700	1	N/C
9680	Plant Install E05 in 3584	10	N/C
9700		1	N/C
9900	Encryption Configuration	1	N/C
9954	Nema L6-30 Power Cords	1	N/C

	3584-L23 Price		\$143,849
2502			
3592- C06	TS1120 Tape Controller	1	\$36,000
2715	Console Attachment	1	N/C
3442	FICON LW Attachment	2	\$25,700
3478	Dual Ported Fibre Adapters	1	\$4,500
9000	zSeries ESCON/FICON Attach	1	N/C
5000	2301103 E30014/110014 Attach	1	14/ 0



		6	1
		SIA	IUS
9478	3592 Drive Attach to C06	1	N/C
9493	Direct Connect Drive/Plant	1	N/C
9595	CU Encryption Configuration/Plant		N/C
9752	9-Micron LC/LC Fibre 31m Cable	2	N/C
9888	Plant Install C06 in 3953-F05	1	N/C
	3592-C06 Price		\$66,200
3592-		7.8V.	
E05	IBM TS1120 Tape Drive	10	\$355,000
6013	13 Meter LC/LC Fibre Channel Cable	20	\$4,500
9000	zSeries ESCON/FICON Attach	10	N/C
9592	Encryption Capable - Plant	10	N/C
9677	Plant Install 3592 in 3584	10	N/C
	3592-E05 Price		\$359,500
3599-			
014	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1	N/C
4020	20-Pack 3592 Extended Data Cartridges	3	\$17,199
9004	Alpha prefix background - yellow	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9032	Media Identifier Letters 'JB'	1	N/C
9081	E2 Format	1	N/C
9121	First character of Volser is L	1	N/C
9205	Second character of Volser is 5	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C
9500	Fifth character of Volser is 0	1	N/C
			=======
	3599-014 Price		\$17,199
3599-		4	N/C
014	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1	N/C
4020	20-Pack 3592 Extended Data Cartridges	7	\$40,131
9003	Alpha prefix background - red	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9032	Media Identifier Letters 'JB'	1	N/C
9081	E2 Format	1	N/C
9133	First character of Volser is X	1	N/C
9206	Second character of Volser is 6	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C



			IUS
9500	Fifth character of Volser is 0	1	N/C
9500	Filth character of voiser is o	1	========
	3599-014 Price		\$40,131
	3333-014 File		γ+0,131
3599-			
017	3592 Tape Cartridge (cleaning)	1	N/C
7005	5-Pack Cleaner Cartridges with Media ID Labels	2	\$1,424
			=======
	3599-017 Price		\$1,424
3952-			
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
5629	Plant Install 3957-V07	1	\$720
5640	Plant Install 3956-CC8	1	\$835
5758	Integrated Control Path	1	\$8,425
7312	TS7700 Base Frame	1	\$3,990
9111	Ship with R2.0 Machine Code	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
			=======
	3952-F05 Price		\$35,996
3952-	T	1	¢12 E00
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
5627	Plant Install 3957-VEB	1	\$720
5635	Plant Install 3956-CS8	1	\$835
5646	Plant Install 3956-XS7	2	\$4,520
5758	Integrated Control Path	1	\$8,425
7322	TS7720 Base Frame	1	\$3,990
9111	Ship with R2.0 Machine Code	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
			=======
	3952-F05 Price		\$40,516
3953-	IDAA T. II ICA	а	¢16.000
F05	IBM TotalStorage Library Controller Frame	1	\$16,000
1903	Dual AC Power Sirius Confidential	1	\$1,120
Residence and the	Sinus Connuentiai		

TRW Premier Business Partner

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		6	
		S!A	IUS
1904	Redundant AC Power	1	\$2,150
2714	Console Expansion	1	\$865
5505	Base User Interface	1	\$12,000
5510	Plant Install KVM Switch	1	\$1,600
5879	Plant Install 3592-C06	1	N/C
9491	External Fabric Support Plant	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
			=======
	3953-F05 Price		\$33,735
	333 103 11100		·/
3953-			
L05	IBM TotalStorage Library Manager	1	\$14,000
9048	Library Manager Performance Enhancement - Plant	1	N/C
9065	Plant Install 3953 L05	1	N/C
			=======
	3953-L05 Price		\$14,000
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		13 125
3956-			
CC8	TS7740 Cache Controller	1	\$30,629
7123	9.6 TB Fibre Storage	1	\$112,700
9352	Plant Install in F05	1	N/C
			=======
	3956-CC8 Price		\$143,329
	Monthly Maintenance		
	•		
3956-			
CS8	TS7720 SATA Cache Controller	1	\$18,708
7114	32 TB SATA Storage	1	\$58,600
9352	Plant Install in F05	1	N/C
			=======
	3956-CS8 Price		\$77,308
3956-			A 19 39
XS7	TS7720 SATA Cache Module	2	\$22,146
7114	32 TB SATA Storage	2	\$117,200
9354	Plant Install in F05	2	N/C
			=======
	3956-XS7 Price		\$139,346
3957-		PA201	40
V07	TS7740 Virtualization Engine Server	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1037	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1	N/C
	Sirius Confidential		



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		C	*
		S!F	rius
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
5241	5241 Dual Port FC HBA		\$9,800
5267 1 TB Cache Enablement		3	\$142,500
5268	5268 100 MB/sec Increment		\$135,000
9000	Mainframe Attachment	1	N/C
9111	Ship with R2.0 Machine Code	1	N/C
9219	TS3500 Attach	1	N/C
9350	Plant Install in F05	1	N/C
9900	Encryption Enablement	1	N/C
			=======
	3957-V07 Price		\$447,400
3957-			
VEB	TS7720 Virtualization Engine Server	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1037	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1	N/C
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
5268	100 MB/sec Increment	1	\$67,500
9000	Mainframe Attachment	1	N/C
9111	Ship with R2.0 Machine Code	1	N/C
9268	100 MB/s Throughput - Plant	1	N/C
9350	Plant Install in F05	1	N/C
			=======
	3957-VEB Price		\$227,600

5608-	IDAATE BUSS OF AA	14	NI/C
A93	IBM Tivoli Lifecycle Manager Reg:3 Yr	1	N/C
3	TKLM For Storage RVU SWMA 3Y Reg	10	\$3,090
5	TKLM Basic Ed PI SWMA 3Y Reg	2	\$2,472
			######################################
	5608-A93 Price		\$5,562
F.CO.0			
5608- A99	IBM Tivoli Key Lifecycle Manager V2.0	1	N/C
	5 0 3 Vas	2	\$6,180
1	TKLM Basic Ed per Install	10	\$7,730
5900	TKLM for Storage per RVU	10	\$7,730 N/C
5809	IBM Tiv Key Lifecycle Mgr Basic Ed	1	N/C
5811	IBM Tiv Key Lifecyle Mgr for Storage	1	
			=======





\$13,910 5608-A99 Price

	5000 /150 : 1100	1
******	******************** SERVICES *******************	
6942-		
25B	Warranty Service Upgrade 1	N/C
50	Request Proposal for Prices 1	N/C
102	2498-R06 24x7x4 WSU 2	\$640
4524	WSU Same Day 24x7x4 Response 1	N/C
		========
	6942-25B Price	\$640
******	**************************************	
		44 040 767
	Hardware Price	\$1,948,767
	Services Price	\$640
	Software OTC	\$19,472
		========
	IBM System Total List Price	\$1,968,879
	Sirius Pricing Components:	· v or or or realization
	Cost of Virtual Tape Equipment (48 mo wty)	\$1,733,000
	Cost of Software (48 mos wty)	\$25,000
	Cost of Open Tech Software (48 mo wty)	\$210,060
	Cost of Installation	\$0
	Cost of Shipping	\$0
	Cost of VTS Implementation - Sirius Services	\$25,000
	Cost of TKLM Encryption Project - Sirius Services	\$18,000
	Cost of StorageTek Silo Removal - Sirius Services	\$15,000
	Trade-In Allowance	\$0
	Grand Total Investment	\$2,026,060

Proposed 3584 library cartridge capacity = 199

OPTION

TS7720, TS7740, TS3500 with 3592-E05 Drives, TKLM C06 native **Excessive TS3000 Service Console and Older VTS Engines**

Qty **Purchase Product Description**



2.400		Sik	RIUS
2498- R06	IBM System Storage SAN06B-R	2	\$37,104
2441	4 Gbps 4Km LW SFP Transceiver	4	\$4,100
2551	1 GbE Copper SFP Transceiver	4	\$3,000
5721	9 Micron Fibre Cable 31m, singlemode LC/LC	4	\$400
7716	2498-R06 Firmware Upgrade, 1 year	2	\$1,290
7717	2498-R06 Firmware Upgrade, 2 years	2	\$2,450
7733	R06 8 Gbps Advanced Extension	2	\$26,130
7738	R06 FICON Accelerator Activation	2	\$86,760
			=======
	2498-R06 Price		\$161,234
3584-			
L23	TS3500 Tape Library	1	\$45,000
1515	3592 Fibre Drive Mounting Kit	10	\$6,100
1643	Intermediate Capacity on Demand	1	\$15,000
1644	Full Capacity on Demand	1	\$15,000
1659	16 Additional 3592 I/O Slots	1	\$1,800
1682	Path Failover	1	\$9,000
1692	Entry ALMS	1	\$2,000
1693	Intermediate ALMS	1	\$4,500
1694	Full ALMS	1	\$6,000
1950	Power Distribution Unit	1	\$3,729
2710	Remote Support Facility	1	N/C
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
4871	TS7700 BE SW Mounting Hardware	1	\$3,020
4872	TS7700 BE 4Gb Switch	1	\$32,700
9217	Attach to 3953 LM/TS7700	1	N/C
9680	Plant Install E05 in 3584	10	N/C
9700	No Host Cables From Plant	1	N/C
9900	Encryption Configuration	1	N/C
9954	Nema L6-30 Power Cords	1	N/C
			\$450.025
	3584-L23 Price		\$150,025
3592-			
C06	TS1120 Tape Controller	1	\$36,000
2715	Console Attachment	1	N/C
3442	FICON LW Attachment	2	\$25,700
3478	Dual Ported Fibre Adapters	1	\$4,500
9000	zSeries ESCON/FICON Attach	1	N/C
9478	3592 Drive Attach to C06	1	N/C



0.402	Direct Course of Daire / Diant	1	N/C
9493	Direct Connect Drive/Plant		N/C
9595	CU Encryption Configuration/Plant	1	N/C
9752	9-Micron LC/LC Fibre 31m Cable	2	N/C
9888	Plant Install C06 in 3953-F05	1	N/C
	3592-C06 Price		\$66,200
3592- E05	IRM TC1120 Tana Driva	10	\$355,000
6013	IBM TS1120 Tape Drive 13 Meter LC/LC Fibre Channel Cable	20	\$4,500
9000	zSeries ESCON/FICON Attach	10	N/C
	<u> </u>	10	N/C
9592	Encryption Capable - Plant	10	N/C
9677	Plant Install 3592 in 3584	10	14/C
	3592-E05 Price		\$359,500
3599-	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1	N/C
014		3	\$17,199
4020	20-Pack 3592 Extended Data Cartridges	1	317,199 N/C
9004	Alpha prefix background - yellow	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9032	Media Identifier Letters 'JB'	1	2493
9081	E2 Format		N/C
9121	First character of Volser is L	1	N/C
9205	Second character of Volser is 5	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C
9500	Fifth character of Volser is 0	1	N/C
	3599-014 Price		\$17,199
3599-	IBM Tape Cartridge 3592 Extended Data with Labeling and		
014	Initialization	1	N/C
4020	20-Pack 3592 Extended Data Cartridges	7	\$40,131
9003	Alpha prefix background - red	1	N/C
9022	Label background: Color/Vibrant	1	N/C
9032	Media Identifier Letters 'JB'	1	N/C
9081	E2 Format	1	N/C
9133	First character of Volser is X	1	N/C
9206	Second character of Volser is 6	1	N/C
9300	Third character of Volser is 0	1	N/C
9400	Fourth character of Volser is 0	1	N/C
	Fifth character of Volser is 0	1	N/C
9500	FILLI CHALACTEL OF ACISEL 12 O	1	N/C





			=======
	3599-014 Price		\$40,131
3599-	2502 T 0 - 1 - 1 - 1 - 1 - 1		NI/C
017	3592 Tape Cartridge (cleaning)	1	N/C
7005	5-Pack Cleaner Cartridges with Media ID Labels	2	\$1,424 ======
	3599-017 Price		\$1,424
	3399-017 Fille		71,727
3952-			
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
2733	Internal Modem	1	\$226
5626	Plant Install 3957-VEA	1	\$720
5635	Plant Install 3956-CS8	1	\$835
5646	Plant Install 3956-XS7	2	\$4,520
5759	Integrated Control Path	1	\$8,425
7322	TS7720 Base Frame	1	\$3,990
9110	Ship with R1.7 Machine Code	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
			=======
	3952-F05 Price		\$40,516
3952-	T	1	¢12 E00
F05	Tape Frame	1	\$12,500
1903	Dual AC Power	1	\$1,200
1904	Redundant AC Power	1	\$2,150
2732	TS3000 System Console	1	\$5,950
	Internal Modem	1	\$226
5628	Plant Install 3957-V06	1	\$720
5640	Plant Install 3956-CC8	1	\$835
5759	Integrated Control Path	1	\$8,425
7312	TS7700 Base Frame	1	\$3,990
9110	Ship with R1.7 Machine Code	1 1	N/C
9954	NEMA L6-30 Power Cord	1	N/C ======
	2052 505 Dries		
	3952-F05 Price		\$35,996
3953-			
F05	IBM TotalStorage Library Controller Frame	1	\$16,000
1903	Dual AC Power	1	\$1,120
1904	Redundant AC Power	1	\$2,150
	Sirius Confidential		5. J

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			HUS
2744	Console Consoler	5 : A	\$865
2714	Console Expansion	1	\$12,000
5505	Base User Interface	1	\$12,000
5510	Plant Install KVM Switch		\$1,600 N/C
5879	Plant Install 3592-C06	1	12
9491	External Fabric Support Plant	1	N/C
9954	NEMA L6-30 Power Cord	1	N/C
	2050 505 2 1		¢22.725
	3953-F05 Price		\$33,735
3953-			
1953- L05	IBM TotalStorage Library Manager	1	\$14,000
9048	Library Manager Performance Enhancement - Plant	1	N/C
9065	Plant Install 3953 L05	1	N/C
9003	Flant histan 3533 LO3	-	=======
	3953-L05 Price		\$14,000
	3933-L03 PTICE		Ş1 4 ,000
3956-			
CC8	TS7740 Cache Controller	1	\$30,629
7123	9.6 TB Fibre Storage	1	\$112,700
9352	Plant Install in F05	1	N/C
3002	Tian instantin se		-======
	3956-CC8 Price		\$143,329

3956-			
CS8	TS7720 SATA Cache Controller	1	\$18,708
7114	32 TB SATA Storage	1	\$58,600
9352	Plant Install in F05	1	N/C
			=======
	3956-CS8 Price		\$77,308
3956-			
XS7	TS7720 SATA Cache Module	2	\$22,146
7114	32 TB SATA Storage	2	\$117,200
9354	Plant Install in F05	2	N/C
			=======
	3956-XS7 Price		\$139,346
3957-			400.000
V06	TS7740 Virtualization Engine	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1033	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1,	N/C
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
	Sirius Confidential		



		6	X
		S!	RIUS
5240	Dual Port FC HBA	1	\$5,576
5267	1 TB Cache Enablement	3	\$142,500
5268	100 MB/sec Increment	2	\$135,000
9000	Mainframe Attachment	1	N/C
9219	TS3500 Attach	1	N/C
9350	Plant Install in F05	1	N/C
9461	8GB Memory Upgrade - Plant	1	N/C
9900	Encryption Configuration	1	N/C
			=======
	3957-V06 Price		\$443,176
3957-		2	400.000
VEA	TS7720 Virtualization Engine Server	1	\$80,000
201	9 Micron LC/LC 31 Meter	2	\$500
1033	1Gb Grid Dual Port Optical SW Connection	2	\$3,900
2715	Console Attachment	1	N/C
3442	FICON Long Wavelength Attachment	2	\$25,700
4015	Grid Enablement	1	\$50,000
5268	100 MB/sec Increment	1	\$67,500
9000	Mainframe Attachment	1	N/C
9268	100 MB/s Throughput - Plant	1	N/C
9350	Plant Install in F05	1	N/C
9461	8GB Memory Upgrade - Plant	1	N/C
			=======
	3957-VEA Price		\$227,600
	**************************************	*****	
5608-	IDAA Tirrii Life wale Managan Dag 2 Va	1	NI/C
A93	IBM Tivoli Lifecycle Manager Reg:3 Yr	=	N/C
3	TKLM For Storage RVU SWMA 3Y Reg	10 2	\$3,090
5	TKLM Basic Ed PI SWMA 3Y Reg	2	\$2,472 =======
	ECOD ACC Dules		\$5,562
	5608-A93 Price		\$5,502
5608-			
A99	IBM Tivoli Key Lifecycle Manager V2.0	1	N/C
1	TKLM Basic Ed per Install	2	\$6,180
3	TKLM for Storage per RVU	10	\$7,730
5809	IBM Tiv Key Lifecycle Mgr Basic Ed	1	N/C
5811	IBM Tiv Key Lifecyle Mgr for Storage	1	N/C
2011	IDM THE KCY Effective Might for Storage	-	=======
	5608-A99 Price		\$13,910
	3000 A33 FILE		¥10,010





6942-			
25B	Warranty Service Upgrade	1	N/C
50	Request Proposal for Prices	1	N/C
102	2498-R06 24x7x4 WSU	2	\$640
4524	WSU Same Day 24x7x4 Response	1	N/C
			=======
	6942-25B Price		\$640
*****	**************************************	*****	
	Hardware Price		\$1,950,719
	Services Price		\$640
	Software OTC		\$19,472
			========
	IBM System Total List Price		\$1,970,831
	Sirius Pricing Components:		_
	Cost of Virtual Tape Equipment (48 mo wty)		\$1,735,000
	Cost of Software (48 mos wty)		\$25,000
	Cost of Open Tech Software (48 mo wty)		\$210,060
	Cost of Installation		\$0
	Cost of Shipping		\$0
	Cost of VTS Implementation - Sirius Services		\$25,000
	Cost of TKLM Encryption Project - Sirius Services		\$18,000
	Cost of StorageTek Silo Removal - Sirius Services		\$15,000
	Trade-In Allowance		\$0
	Grand Total Investment		\$2,028,060
D	d 2504 library approising a specific 400		

Proposed 3584 library cartridge capacity = 199

DASD Backup Supervisor (DBS)





Sirius proposes OpenTech Systems' DBS software which audits the DASD environment and automates the process of creating backup & restore JCL to stack full volume and incremental DASD backups to high density media. The software relieves manual processes that are often prone to human errors that can result in failed disaster recovery testing or even the inability to recover in the event of an actual disaster. The use of DBS in your environment will provide an increase in the integrity of your disaster recovery plan as well as other media management benefits described below.

The benefits to The State of West Virginia can be realized in several areas as they apply to the creation and management of data targeted for off site vaulting and the recovery there of.

BENEFITS - DASD Backup Supervisor for Disaster Recovery

- Audits DASD volumes to ensure DR Integrity
- Automates DASD backups using DFDSS, FDR or FDRABR
- Support Local Dataset Recovery from DFDSS or FDR DASD bacups
- o Automates FlashCopy, SnapShot and TimeFinder DASD replication and backup
- Drastically reduces DASD backups and recovery times
- o Real-time Progress Monitors for backup and recovery processes
- Reduces media and vault storage costs
- Eliminates dependence upon home-grown code and the need to maintain it
- Builds recovery jobs to minimize the number of tape mounts an file positioning command for physical and copy exported tapes
- Product integration with VDR for fast and efficient infrastructure recovery

In the Data Center, Managers are being asked to provide more capability, with fewer resources, and maintain the high degree of reliability that mainframe Data Centers have delivered historically. With cost-conscience management and the high visibility of business continuity, data center managers can ill afford to have a failed disaster recovery test caused by homegrown tools that are not current with today's technology and environment. With DASD Backup Supervisor the data center management can expect to have more control over the use of resources such as tape drives, cartridge usage, and time necessary to conduct the backup process as well as reducing the time necessary to restore the DASD volumes at the disaster recovery site allowing more time to test the critical applications.

DBS Process

An Audit Function -





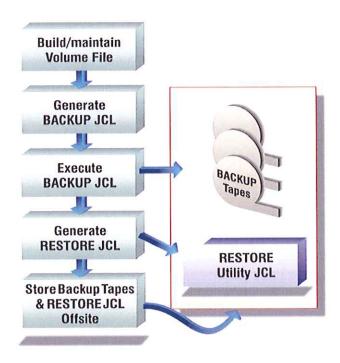
- Monitors all DASD volumes and reports any changes, additions or deletions.
- Builds a VOLUME File that contain key points of control

A Backup Generation Function -

- Automates the creation of Backup JCL that conforms to Data Center Policies
- Allows Storage Administrators many choices in the control of what gets backed up when and how

A Restore Generation Function

- o Automates the creation of Restore JCL at the Data Center for the DR Hot Site
- Audits the DR sites DASD configuration
- The ability to re-create the Restore JCL at the DR Hot Site if necessary to adapt any last minute changes or surprises
- Generation of Tape Pull Listing



Virtual Data Recovery (VDR)

This summary is offered to the State of WV with the goal of helping to streamline mainframe Disaster/Recovery (D/R) processes and storage hardware. The end result shall yield a leaner and less costly; yet more efficient, more flexible and highly reliable D/R infrastructure (see Illustration 1).

OpenTech software captures resident subject-matter expertise and automates typically manual, repetitive tasks (also typically being done by seasoned IT talent) in a manner that is transparent to application code and vaulting methodologies. Once it is implemented The State of West Virginia shall be able to assimilate any disparate D/R operations with minimal effort while insuring application development and storage operations against the biggest risk associated with ever changing backup/recovery environments – missing data.



0



Highly prized side-benefits: Senior IT staff may concentrate far more time on projects of higher importance, and skills transfer while newer staff shall be able to transition into higher D/R responsibilities with minimal training or mentoring.

We are proposing our software to specifically address a pending Virtual Tape Library technology upgrade and D/R vaulting needs:

<u>Virtual Data Recovery</u> (VDR) will automate the management and copying of D/R-significant tape data to 3592 high capacity cartridges for offsite storage and reclamation at a recovery site. The OpenTech VDR software is hardware independent and transparent to applications, the Tape Management Catalog, and Vault Patterns.

 Thus, VDR provides the State of WV with flexible hardware options and D/R portability. In addition, VDR includes the industry standard Tape/Copy functionality which will perform the data migration in a logical and timely manner at no additional cost.

VDR BENEFITS - Leverage VTS for Disaster/Recovery

- o Improves the Disaster Recovery integrity of application tape data
- Does not require a VTS at the recovery site
- Reduces the number of native tape drives used concurrently for creating application back-ups
- Reduces D/R media & media-handling costs
- Total portability and Storage platform independence

SOFTWARE DETAIL

Virtual Data Recovery (VDR) incorporates Tape/Copy, the base product which provides much of the TMC filtering and media migration capabilities, along with some unique features (below) to fully exploit VTL technology for local production while freeing the customer from proprietary hardware requirements (including VTL) at D/R recovery. VDR is a batch program using the ISPF interfaces of Tape/Copy.





Process

VDR uses the catalog of the Tape Management System for its source of input. Users can search and select data based on TMC record characteristics such as create date, expiration, high level qualifier, accounting data, Volser ranges, etc.

VDR will allow the user to select primary back-up data for dual copy creation in one of two ways:

- 1) By creating data set masks or patterns and creating a dual copy with a new name via the same pattern technique. Once this table is created the user builds a VDR job, which will search the TMC for virtual data that match the selection patterns. This job will be saved in a JCL library and executed by the data center's scheduling software at a frequency set by the user. The frequency should ensure all dual copy candidates are found in tape volume cache.
- 2) By selecting data sets which are out-coded.

The VDR job will create dual copies of all matching candidates found and ensure the dual copies maintain the same TMC information. The job will write the data to an output volume until that volume is full. VDR will continue to fill volumes until there are no more dual copies to create within that job. The State of WV has the option to selectively co-locate data processed by the job to multiple volumes in order to expedite application recovery. Dual copies are cataloged and VDR will appropriately update the TMC and MVS catalogs.

The dual copies mirror the VTS resident backup. If the VTS resident backup expires, the dual copy will expire. If the VTS resident backup is modified, a new dual copy will be created. When the VTS resident backup is instructed to return from the vault, the dual copy is expired. Since the dual copies will contain matching vault entries, the data center's current vault rotation rules will continue to act on the vaulted dual copies.

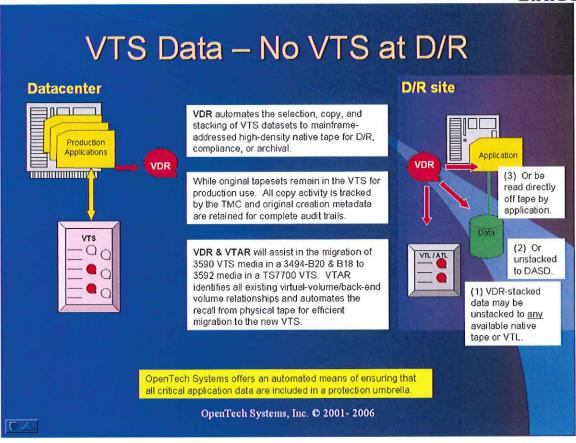
D/R application recovery for VDR contains a process to restore the dual copy name to the primary backup name within the VTS. The user can selectively restore any number or all dual copies. In addition, the restore process can be accomplished from the existing media containing the dual copies or the user can un-stack dual copies to secondary media as part of the restore process. In either case, the VDR process includes the uncataloging, recataloging and TMC modifications necessary to restore the dual copy.

A copy of VDR and the dual copy TMC entries will be required for restoring dual copies at remote D/R facilities.

Illustration 1: VTS Data for D/R







DBS and VDR offer a logical linkage which allows the two software products to work together resulting in a one button recovery. When DBS sends full volume backups into the VTS, VDR establishes the recovery process of those full volume backups so that the recovery scripts of DBS knows about the alternate name and how to perform the restore. This capability allows for maximum utilization of the off-site cartridges, by allowing them to have both full volume backups and application backups on the same cartridge.





Cost Sheet

Response:

Sirius has provided a Cost Sheet for the four (4) options outlined in this Response.

They include:

COST SHEET

This is Option 1 of 4

VENDOR NAME VENDOR ADDRESS VENDOR CONTACT VENDOR PHONE NUMBER	Sirius Computer Solutions, In 110 Russo Drive, Canfield, O Tim Cooper 330.550.2059	
COST OF VIRTUAL TAPE E	QUIPMENT (for 48 months)	\$911,500
COST OF IBM SOFTWARE ((for 48 months)	\$17,000
COST OF OPEN TECH SOF	TWARE (for 48 months)	\$210,060
COST OF INSTALLATION	\$0	
COST OF SHIPPING	\$0	
COST OF VTS IMPLEMENTA	\$10,000	
COST OF TKLM ENCRYPTION	\$18,000	
COST OF STORAGETEK SI	\$15,000	
TRADE-IN ALLOWANCE		\$0
GRAND TOTAL COST		\$ <u>1,181,560</u>





COST SHEET

This is Option 2 of 4

VENDOR NAME VENDOR ADDRESS VENDOR CONTACT VENDOR PHONE NUMBER	Sirius Computer Solutions, In 110 Russo Drive, Canfield, O Tim Cooper 330.550.2059	
COST OF VIRTUAL TAPE EC	QUIPMENT (for 48 months)	\$1,042,500
COST OF IBM SOFTWARE (for 48 months)	\$17,000
COST OF OPEN TECH SOF	TWARE (for 48 months)	\$210,060
COST OF INSTALLATION		\$0
COST OF SHIPPING		\$0
COST OF VTS IMPLEMENTA	ATION	\$15,000
COST OF TKLM ENCRYPTION	ON PROJECT	\$18,000
COST OF STORAGETEK SIL	_O(S) REMOVAL	\$15,000
TRADE-IN ALLOWANCE		\$0
GRAND TOTAL COST		\$ <u>1,317,560</u>





COST SHEET

This is Option 3 of 4

VENDOR NAME VENDOR ADDRESS VENDOR CONTACT VENDOR PHONE NUMBER	Sirius Computer Solutions, Inc 110 Russo Drive, Canfield, Ol Tim Cooper 330.550.2059	
COST OF VIRTUAL TAPE EC	QUIPMENT (for 48 months)	\$1,733,000
COST OF IBM SOFTWARE (for 48 months)	\$25,000
COST OF OPEN TECH SOFT	TWARE (for 48 months)	\$210,060
COST OF INSTALLATION		\$0
COST OF SHIPPING		\$0
COST OF VTS IMPLEMENTA	ATION	\$25,000
COST OF TKLM ENCRYPTION	ON PROJECT	\$18,000
COST OF STORAGETEK SIL	O(S) REMOVAL	\$15,000
TRADE-IN ALLOWANCE		\$0
GRAND TOTAL COST		\$2,026,060





COST SHEET

This is Option 4 of 4

VENDOR NAME VENDOR ADDRESS VENDOR CONTACT VENDOR PHONE NUMBER	Sirius Computer Solutions, Inc 110 Russo Drive, Canfield, O Tim Cooper 330.550.2059	
COST OF VIRTUAL TAPE EC	QUIPMENT (for 48 months)	\$1,735,000
COST OF IBM SOFTWARE (for 48 months)	\$25,000
COST OF OPEN TECH SOFT	TWARE (for 48 months)	\$210,060
COST OF INSTALLATION		\$0
COST OF SHIPPING	\$0	
COST OF VTS IMPLEMENTA	ATION	\$25,000
COST OF TKLM ENCRYPTION	ON PROJECT	\$18,000
COST OF STORAGETEK SIL	O(S) REMOVAL	\$15,000
TRADE-IN ALLOWANCE		\$0
GRAND TOTAL COST		\$ <u>2,028,060</u>





Additional Information - Statements of Work - SOWs

Response:

Sirius Statement of Works are preliminary and are attached herein. Although SOW's have not been requested, it is deemed by Sirius to be very important to the success of this implementation that a vendor be chosen with a proven track record. The intent is to demonstrate our experience with the SOW(s).

The following Statements of Work (SOWs) are the initial steps to identify a level of effort associated with implementation of the three (3) solution options. These SOWs are not 100% complete or comprehensive since Sirius has not been provided with required content to ensure all sizing is correct.

The outstanding information that Sirius would need and has requested includes:

- SMF 15 Extractor Files
- TMC (Tape Management Catalog)
- Vault Pattern DSN



OPTIONS ONLY DRAFT - NOT INTENDED FOR SIGNATURE

State of West Virginia Office of Technology Tape Encryption Options RFP

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and State of West Virginia Office of Technology ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement #CA Number (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated hereunder.

SCOPE OF SERVICES

This Scope is being offered to provide 3 separate Options in response to the RFP dated June 16, 2011:

- IBM 3584 Automated Tape Library(ATL) and VTS and 3953 Library Manager
- Migrate new tape allocations to the target environment. The specific workload to be migrated will be the subset
 of the native and virtual automated environments as it occurs in normal production during the time frame of this
 services phase.
- Provide the opportunity for transfer of skills to Customer staff. This will prepare Customer's staff to assume ongoing, operational, responsibility for the IBM 3584 ATL and VTS after the completion of these services.

The project will consist of the following activities by Phase:

Technical Consultation

- · Review of system-managed tape considerations.
- Data migration considerations including coexistence with other automated solutions.
- Interaction between tape libraries (library and VTS) and the software support.
- Interaction between the libraries (library and VTS) and your tape management system.
- Interaction between the libraries (library and VTS) and applicable OEM software.
- · Review of logical and physical partitioning.
- Preparation activities for the IBM tape subsystem.
- Interaction between the Library Manager and MVS.

Software Planning

- Device table generations such as Unit Control Blocks (UCB) and Eligible Device Table (EDT).
- Generation of the Hardware Configuration Definition (HCD).
- · Allocation methodologies for system-managed tape.
- JCL requirements.
- DFSMS Automatic Class Selection utilization.
- · Planning and implementing library partitioning.
- Physical cartridge definitions.

Operational Education

Up to four(4) operator, support staff, and management training sessions, with up to eight (8) attendees in each session, covering the following topics:

- Review of the IBM 3584 and 3953 and components.
- Review of the Library Manager Console functions and operations.
- MVS console messages.
- · Interaction between MVS, the libraries, and the tape management system



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Design the System-Managed Tape Environment

- Develop the rules by which new tape allocations will be directed to the proper target environment.
- · Identify exception conditions in detail.
- · Define rules for resolving allocation conflicts.
- · Design the SMS ACS routines and SMS constructs.
- . A review will be conducted with Customer staff.
- · A phased migration approach for new tape allocations will be defined.

Code and Test the ACS Routines

- SIRIUS will provide ACS routines to incorporate the system-managed tape design.
- SIRIUS will test the updated ACS routines using the DFSMS ISMF testing facility.
- SIRIUS will assist Customer staff with installation and test of the ACS routines.

Workload Migration - New Allocations

- SIRIUS will educate Customer staff on how to alter the ACS routines to phase-in new tape allocations based on the agreed to approach.
- SIRIUS will assist in problem determination and problem resolution for problems related to the new tape environment and its implementation.

TKLM Implementation

- SIRIUS will conduct a Technical Delivery Assessment and general planning session for the Implementation of TKI M
- · Sirius will install the TKLM software on two Windows servers provided by the customer
- Sirius will work with Customer staff on how to manage the TKLM servers and maintain consistency of the encryption keys.

FICON Channel Extension Router Configuration (Option 2 and Option 3)

 SIRIUS will install and configure two FICON routers as required to support channel extension and remote replication of tape equipment included in this proposal

Additional Assumptions

- Customer will provide communications bandwidth of adequate capacity to support the proposed configuration
- Customer will provide needed environmental facilities (power, cooling, rack or floor space, etc) as needed to support the proposed configuration
- . Sirius will install the TKLM software on two Windows servers provided by the customer
- Sirius will work with Customer staff on how to manage the TKLM servers and maintain consistency of the encryption keys.

Option 1: 60 - 80 hours. This is broken down as 14-20 hours offsite and 40-60 hours onsite for TKLM and 3584 Library installation

Option 2: 80 - 100 hours. This is broken down as 16-20 hours offsite and 60-80 hours onsite for TKLM, 3584 Library and FICON router installation

Option 3: 80 - 100 hours. This is broken down as 16-20 hours offsite and 60-80 hours onsite for TKLM, 3584 Library and FICON router installation

RESPONSIBILITIES

Sirius Responsibilities

 Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.

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- 2. Staff this effort with appropriately skilled individuals to perform the Services.
- Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

- Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
- Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
- 3. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access, telephones, terminal, access to PC-based printer, remote access to systems (if applicable), and access to an outside telephone line that can be used for internet access.
- Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius
 resources could be exposed.
- Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
- Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

Joint Responsibilities

1. Sirius and Customer will work together to establish acceptance criteria.

DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. TBD

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
- Customer will have the appropriate software and hardware available at the beginning of the project. The necessary hardware environment (operating system, network, ports) is configured appropriately and stable.
- Sirius will have access to appropriate resources including: network access, telephones and an adequate work area.
- This SOW will be scheduled around local resource availability. If due to the client's schedule, a local resource
 cannot be used all Travel Costs will be billable, and a Change Request for this SOW will submitted to client for
 their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.

SERVICES COORDINATION

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Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address		

SITE OF PERFORMANCE

Performance of the Services will be at the following Customer location(s):

Services Location(s):	Bill To:
 Charleston, West Virginia 	
Flatwoods, West Virginia	

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

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Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable, Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of State of West Virginia Office of Technology or any party within State of West Virginia Office of Technology who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to State of West Virginia Office of Technology prior to receipt of such information from Sirius, or becomes publicly known through no fault of State of West Virginia Office of Technology, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of July 20, 2011. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Attn: Services Support Team Fax: 1-866-206-2816

STATE OF WEST VIRGINIA OFFICE OF TECHNOLOGY By:	SIRIUS COMPUTER SOLUTIONS, INC. By: Name: Bonnie M. Cerrito	
Name: Title: Date: PO# (if applicable):	Title: Senior Vice President, Sales Operation Date: SOW Number: Scope Number	ons
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	Exhibit A
Completion Document	SHIUS
Customer	Date
Project Name	SOW#
Customer's Authorized Representative	Sirius Project Manager or Technical Consultant
Services Location(s)	Sirius Phone and Email: (xxx) xxx-xxxx xxxxx@siriuscom.com
Activities/Tasks	Status
complete the Services in accordance with the reasons for rejection of the Services or any porreceipt of this Completion Document. If Sirius dinotification of the reasons for rejection within absence of Customer's response will constitute right of rejection. Authorization: Services described above had charged against the referenced Statement of Wolcustoners.	omer reasonably believes that Sirius failed to substantiall referenced SOW, Customer will notify Sirius in writing of it tion thereof within three (3) business days from Customer's loes not receive the signed Completion Document or writte three (3) business days of Customer's receipt hereof, the Customer's acceptance of the Services and a waiver of an over been rendered to Customer's satisfaction and will book.
Signature	Date
Name (Print) INTERESTED IN BECOMING A SIRIUS CUSTO Thank you for considering becoming a Sirius ref	
Contact Name	Phone
RETURN INSTRUCTIONS: Please return to the services.support@siriuscom.com or via fax to please contact us at the email address noted ab	o: (866) 206-2816. If you have any questions or concerns,





Certification of Insurance

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Sirius Confidential



NOTEPAD:	INSURED'S NAME	Sirius Computer	Solutions, Inc	SIRIU-1 OPID MG	PAGE 2 DATE 01/06/11
Continental Casua Employee Theft - Computer Fraud -	alty Company #42 \$2000000 with \$	5122714 - 04/01/ 25000 deductible	10 to 04/01/11		
Computer Fraud -	\$2000000 With \$	25000 deductible			





CUSTOMER AGREEMENT NO. 30992-CA

Thank you for selecting Sirius Computer Solutions, Inc. and its Affiliates (collectively, "Sirius") as your provider of computer products and computer consulting services. Affiliates of Sirius Computer Solutions, Inc. are those entities owned by, controlled by, or under common control with, directly or indirectly, Sirius Computer Solutions, Inc. (other than any of its parent holding companies).

This Customer Agreement (the "CA" or "Agreement") between you and Sirius provides the terms and conditions under which Sirius will sell computer equipment, software and related products ("Products") and provide certain computer consulting and/or programming services ("Services") to you; provided, however, any managed services that Sirius may agree to provide would be governed by a separate Managed Services Agreement that may be entered into between the parties. During the term of this Agreement, Sirius has the right to reject or accept any submitted purchase orders or requested Services.

The CA number is 30992-CA, which should be referenced on all purchase orders submitted under this CA. Notwithstanding the failure to reference this Agreement, all Orders (as hereinafter defined) and Statements of Work (an accepted statement of work shall be referred to herein as an "SOW" or a "Statement of Work") shall be deemed to incorporate the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Order and/or SOW, the terms of this Agreement shall control. The terms and conditions of this Agreement shall not be altered or modified (or additional liabilities or obligations of Sirius created) by the standard terms and conditions that may be included on a purchase order submitted by Customer.

Each of the Affiliates of Customer shall be permitted to become a party hereto and place orders and requests for Products and Services pursuant to, and in accordance with, the terms and conditions of this Agreement and upon becoming a party hereto, the term "Customer" shall mean and include such Affiliate. In order to become a party hereto, each such Affiliate shall acknowledge in writing, in a form reasonably acceptable to Sirius, that it shall be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, it is expressly acknowledged and agreed that Customer and its Affiliates that become parties hereto shall be jointly and severally liable for any or all of its liabilities and obligations of Customer or any of its Affiliates under this Agreement. The term "Affiliate" of Customer shall mean any entity controlling, controlled by or under common control with Customer.

Please evidence your agreement to be bound by the terms of the CA attached hereto by your signature below. The CA and any related Statement of Work embody the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof.

Sirius is committed to providing the highest quality products and services. If at any time, you have any questions or problems, or you are not completely satisfied, please let us know. This Agreement is made and entered into as of ______, 201__ ("Effective Date"), by and between Sirius and Customer. Agreed To (CUSTOMER): Agreed To (SIRIUS): WEST VIRGINIA OFFICE OF TECHNOLOGY SIRIUS COMPUTER SOLUTIONS, INC. 1900 Kanawha Blvd., Building 5, 10th Floor 613 N.W. Loop 410, Suite 1000 Charlestown, West Virginia 25305 San Antonio, Texas 78216 By: By: Printed Name: Name: Bonnie M. Cerrito Senior Vice President of Sales Title: Title: **Operations** Date: Date:

ARTICLE I. SALES AND SERVICES TERMS AND CONDITIONS

- 1. Products Purchase Orders. Customer shall place an order for Products by submitting a written purchase order or signed Sirius quote/proposal/purchase authorization or other written evidence acceptable to Sirius of Customer's order of Products (an accepted order shall be referred to herein as an "Order"). Acceptance of an Order by Sirius shall be by written confirmation of acceptance (by mail, email or facsimile) or by shipping the Products.
- 2. Services Statements of Work. Prior to performing any Services, Customer and Sirius shall agree upon a written SOW setting forth the scope of Services to be performed, the project schedule, the associated rates, fees and other expenses and any other additional terms as may be agreed to by the parties for such Services. Customer acknowledges that Services provided under a SOW may be subcontracted. Notwithstanding anything else in this Agreement, Customer acknowledges and agrees that Sirius may perform services for others that are the same as or similar to the Services provided to Customer, including without limitation the use of any deliverables that may be delivered to Customer under any SOW.
- 3. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price for Products as shown on any Order and/or the fees and expenses for Services as shown on the applicable SOW, plus any applicable sales/use tax. Payment is due within thirty (30) days of the invoice date. Any personal property taxes assessable on the Product(s) or Services on or after actual delivery are the responsibility of Customer. Customer agrees that any payment not received by Sirius within thirty (30) days from the invoice date may be subject to an interest charge of 1% per month, or the maximum allowed by law, whichever is less. Partial shipments of orders of Products may be made from time to time and Customer agrees to pay a pro rata amount of the total for any partial shipment of Products under the same terms listed above.
- 4. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.
- 5. Installation. Unless otherwise expressly provided in the applicable SOW or Order, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the Manufacturer's Installation Manual, (ii) verifying that the site is suitable for the operation of the Products purchased hereunder, (iii) preparing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications and (iv) installing and operating the Products.
- 6. Title; Security Interest. Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon payment in full of the purchase price stated in the applicable Order. Title to software is not transferred and the right to use software included in the Products shall be governed by a separate license agreement between Customer and the software vendor. Sirius reserves title to the Products sold hereunder as security for the performance of Customer's obligations until Sirius receives payment in full for such Product. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.
- Limited Representations and Warranties. Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products) or shall have the lawful right to deliver such Product to Customer, free and clear of any liens and encumbrances and will have full right, power and authority to transfer good and valid title to or right of possession of the same to Customer. The Products will be accompanied by the applicable manufacture's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) to the extent of and in accordance with the manufacturer's/software licensor's policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees that with respect to the Products (i) it is relying solely on the manufacturer's or licensor's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturer's or licensor's representations and warranties, and (iii) any claims for Damages (as defined below) by Customer based upon such manufacturer's or licensor's representations and warranties shall be made solely against the manufacturer or licensor.

As Sirius is not the manufacturer of the Products, Customer waives and disclaims any claim against Sirius based upon (i) any infringement or misappropriation or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or

obligation made by another against Customer arising out of any such infringement or misappropriation or alleged infringement or misappropriation.

Notwithstanding the foregoing, with respect to Products that are used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days from shipment of the Products, such Products will be in a condition necessary to qualify for the maintenance agreement of the manufacturer, if available from the manufacturer; provided that such warranty shall only apply if the Products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to installation within such thirty (30) day period; and provided further, that Customer's exclusive recourse against Sirius for the failure of the Products to qualify for such maintenance agreement shall be, at the election of Sirius, either the repair or replacement of such refurbished equipment (as necessary to qualify for such maintenance agreement) or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

Sirius warrants that Sirius will perform Services in a professional manner and in accordance with the description in the applicable SOW in all material respects.

8. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company ("Leasing Company") encompassing the Product(s) or Services listed on an Order or SOW to be fulfilled under this Agreement, Customer may assign the rights to receive title to the Products or Services to such Leasing Company, provided, however, such assignment shall not release Customer from any liability or obligation under this Agreement or such Order or SOW, and if the Leasing Company defaults on any such payment obligations owed to Sirius, Customer will not be released and shall fulfill such obligations.

ARTICLE II. DISCLAIMERS; LIABILITY; INDEMNIFICATION

- Disclaimers, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE I, SECTION 7, OR AN APPLICABLE SOW, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF WARRANTIES THE **IMPLIED** PERFORMANCE, AND MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR 'A PARTICULAR PURPOSE.
- Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, LOSS OR CORRUPTION OF OR DAMAGE TO DATA, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL SIRIUS' LIABILITY UNDER THIS AGREEMENT OR PURPOSE. OTHERWISE ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SIRIUS AS SHOWN ON THE APPLICABLE ORDER OR SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE THEORY OF LIABILITY OR REMEDY UNDER WHICH DAMAGES ARE SOUGHT.

In no event shall Customer be entitled to Damages from Sirius arising from damage to Customer's intangible personal property. The term "Damages" shall mean any loss, liability, claim or damage or expense (including costs of investigation and defense and reasonable attorneys' fees).

3. Enforceability. THE LIMITATION OF DAMAGES AND LIMITATION OF LIABILITY IN ARTICLE II OF THIS AGREEMENT SHALL BE

ENFORCEABLE WITH RESPECT TO DAMAGES ARISING FROM ANY AND ALL ACTS, CLAIMS OR LEGAL REQUIREMENTS, AND REGARDLESS OF WHETHER ANY PERSON ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OR OTHER CULPABILITY OF THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT. THIS ARTICLE II SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE III. MISCELLANEOUS TERMS AND CONDITIONS

- 1. Miscellaneous. Any change, modification or cancellation of any Order for Products or SOW requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. Unless visibly damaged on delivery, no Products shall be returned, refunded, canceled, or terminated by Customer without prior written approval from Sirius. If Sirius approves such return, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Sirius. Customer shall not disclose the terms of this Agreement, Order or SOW or any addendum or amendments hereto, or the fees paid hereunder to any third party, orally or in writing, or allow any third party to review such documents, without Sirius' express written approval.
- 2. Notices. Each party may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code ("USERID") contained in electronic equipment is legally sufficient to verify the sender's identity and the document's authenticity. All legal notices, requests, and demands hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon delivery in person, by overnight courier or by certified or registered mail, return receipt requested, at the addresses set forth in the signature blocks.
- 3. Amendments and Waiver. This Agreement may only be amended, modified or waived by a written instrument executed by an authorized representative of the parties. With respect to Sirius, only the officers of Sirius are authorized to execute, amend, modify or waive this Agreement or any provision hereof and no other employees or representatives of Sirius have any authority (express or implied) to bind Sirius or make any representations or warranties on its behalf.
- 4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Either party may at any time terminate this Agreement upon thirty (30) days' prior written notice. The terms of this Agreement, which, by their nature, extend beyond the Agreement's expiration or termination, remain in effect until fulfilled, and apply to respective successors and permitted assigns.
- 5. Assignments and Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except in the event of a merger or the sale/transfer of all (or substantially all) the assets or ownership interest of Customer, this Agreement shall not be assigned or otherwise transferred (whether by assignment, merger or otherwise) by Customer without the prior written consent of Sirius, which will not be unreasonably withheld. In the event of an assignment, the assuming party shall assume all rights and obligations of the assigning party under this Agreement and shall evidence such assumption by entering into an assumption agreement with the non-assigning party; provided, however, in no event shall such assignment or assumption release Customer from its obligations and liabilities hereunder.
- 6. No Implied Rights or Remedies; Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to create any third party beneficiary rights.
- Entire Agreement. This Agreement, any addendum or amendments hereto, and any related Order or SOW embody the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof. CUSTOMER REPRESENTS AND EXPRESSLY WARRANTS, ACKNOWLEDGES THAT NO PROMISE, AGREEMENT, REPRESENTATION OR STATEMENT HAS BEEN MADE TO CUSTOMER, OTHER THAN THOSE EXPRESSLY STATED IN WRITING IN THIS AGREEMENT, UPON WHICH CUSTOMER HAS RELIED IN ENTERING INTO THIS AGREEMENT.
- 8. Severability. If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this

- Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.
- 9. Limited Time for Action. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
- 10. Force Majeure. Sirius shall not be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include, but not limited to, the occurrence of any event beyond the reasonable control of Sirius, including, without limitation, war, sabotage and other acts of civil disobedience, action of a public enemy or other acts of terrorism, failure or delays in transportation or communication, Customer caused errors, failure of third party licensors or vendors to support software or hardware products, failure of Sirius' suppliers or subcontractors, laws, regulations or acts of any national, state or local government, judicial action, labor dispute, accident, fire, explosion, or other act of God, shortage of labor, fuel or raw materials or machinery or technical failures.
- 11. Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. Each party agrees that the exclusive jurisdiction and venue for resolution of any dispute between the parties related to the subject matter of this Agreement and any claim affecting its validity, construction, effect, performance or termination shall be in Bexar County, Texas and each of the parties expressly consents to such jurisdiction and venue and waives any objections thereto.
- 12. Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (which deliveries may be made by electronic means) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.
- 13. Independent Contractor; Non-Exclusivity. Under this Agreement, Sirius shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise or other relationship under either federal or state law. This Agreement shall not preclude Sirius from selling Products and/or providing Services or any other products or services to others (including, without limitation, competitors of Customer), which may result in, among other things, computer programming techniques, products and documentation that are competitive, whether or not such materials are similar to materials developed by Sirius pursuant to this Agreement or otherwise.
- 14. No Solicitation. During the term of this Agreement and for a period of one year following termination hereof, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this Agreement, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this Agreement by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the termination of this Agreement.
- 15. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR **ORDINANCE** NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

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