



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

Solicitation

NUMBER
ISCP0058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-2596

**V
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 International Business
 Machines Corporation
 New Orchard Road
 Armonk, NY 10504

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 DEPARTMENT OF ADMINISTRATION
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 CHARLESTON, WV
 25305-0135 304-558-5472

DATE PRINTED
02/25/2014

BID OPENING DATE: 03/25/2014 BID OPENING TIME 1:30 PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS		920-20		
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY (WVOT) IS SEEKING BIDS TO ESTABLISH AN "OPEN - END" CONTRACT FOR MAINFRAME DISASTER RECOVERY SERVICES PER THE SPECIFICATIONS AND TERMS & CONDITIONS ATTACHED.						
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL						

SIGNATURE <i>Rud A. [Signature]</i>	TELEPHONE 513-826-1635	DATE 03/25/14
TITLE Solution Representative	FEIN 13-087195	ADDRESS CHANGES TO NOTED ABOVE 4600 MCAULEY PLACE, SUITE 200 CINCINNATI OH 45242-4765

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

03/24/14 09:53:08AM
 West Virginia Purchasing Division



March 25, 2014

Mr. Guy Nisbet
Senior Buyer
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Dear Mr. Nisbet,

IBM Business Continuity and Resiliency Services (BCRS) is pleased to present the following response to The West Virginia Department of Administration's Office of Technology ("WVOT") Request for Quotation ("RFQ") for Disaster Recovery Services Agreement dated February 25, 2014. We appreciate the opportunity to support your critical business continuity requirements. BCRS understands your requirements and is uniquely qualified to propose a solution based on the wide range of offerings available in our extensive portfolio of services

Our experienced staff of resilience specialists is trained to address your infrastructure requirements as well as your business processes. We can assist you in providing a balanced approach of cost vs. risk in order to optimize the investment in your resiliency program. To date, BCRS has successfully supported over 500 U.S. recoveries. Our enterprise recovery sites are built and managed to combine emergency response across almost every major IT hardware and software platform.

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Sterling Forest, New York to WVOT. This highly secure site will meet your requirements for computer hardware, disk storage, peripherals, and network connectivity provisions as specified in your Request for Quotation. IBM is also offering remote access to the recovery configuration in the Sterling Forest recovery site via our secure WebVPN service. This gives your team the advantageous option of testing or recovering from any location with Internet access.

IBM BCRS is making a major strategic investment to build a new, IBM-owned, leading edge business resiliency center in Research Triangle Park (RTP) Raleigh, North Carolina. This priority project has a timeline that begins with our customer-centric architectural design, to 'breaking ground' in 2013, and completing construction in 2014 of the new site with a grand opening in early 2015. IBM would be happy to discuss a transition to the RTP facility with WVOT.

IBM has earned the trust and confidence of thousands of clients around the world. Just as important, IBM is financially sound and organizationally stable. In 2012, Forrester Research published the "Business Technology Resiliency Capabilities Matrix™", which ranked IBM Business Continuity and Resiliency Services the highest Disaster Recovery Services Provider compared to twelve other well-established, multi-national service providers.

We propose that should IBM be selected as the successful bidder, the general terms and conditions for the resulting contract shall be governed by the terms and conditions of the Master Customer Agreement No. JM71665 ("ICA") and Addendum to ICA Documents ("First Amendment"), each dated May 28, 1993 and approved by the State of West Virginia Attorney General on June 29, 1993, and the Second Addendum Amendment to ICA ("Second Amendment") dated May 9, 2008 and approved by the State of West Virginia Attorney General on May 22, 2008. IBM considers the ICA, First Amendment and Second Amendment to represent the majority of specific exceptions to the terms and conditions contained in the RFQ.

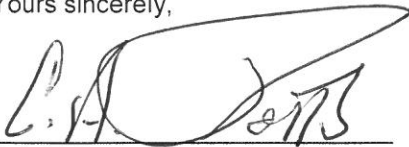
In addition, the terms and conditions that will govern the specific services proposed will be:

1. the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services (Z125-8306-07) (copy enclosed); and
2. various Transaction Documents which will specify the details associated with a Subscription(s) (including Configuration details, pricing, contract period, etc.), and any standard IBM amendments to the Attachment that are applicable to the particular options you decide to select for the Subscription(s).

I am your IBM BCRS representative on all issues for this response to your Request for Quotation. This response is valid for a period of 90 days following submission.

We look forward to earning WWOT's trust and confidence as your provider of continuity and recovery services every single day.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'C.A. Potts', written over a horizontal line.

C.A. Potts
MVP Group - an IBM Business Partner
IBM Business Continuity and Resiliency Services
Phone: 574-277-0065
Mobile: 574-514-4410
capotts@us.ibm.com

IBM TECHNICAL PROPOSAL RESPONSE TO:

The West Virginia Department of Administration's Office of Technology RFQ ISCP0058

For Business Continuity and Resiliency Services

Prepared for The West Virginia Department of Administration's
Office of Technology
By C.A. Potts
MVP Group - an IBM Business Partner
IBM Business Continuity and Resiliency Services
Phone: 574-277-0065
Mobile: 574-514-4410
capotts@us.ibm.com

March 25, 2014



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Executive Summary

Executive Summary

Our understanding of your goals

The West Virginia Department of Administration's Office of Technology ("WVOT") has issued a Request for Quotation, number ISCP0058, seeking bids to establish an "open-end" contract for Mainframe Disaster Recovery Services.

IBM Business Continuity and Resiliency Services (BCRS) has studied WVOT's recovery requirements and goals, and we are presenting a solution that we are confident will meet your current recovery requirements, and also position you to accommodate future continuity and recovery needs.

Our approach to meeting your goals

Today's volatile, increasingly unpredictable world presents daunting challenges to enterprises across all industries and locations. In addition to protecting their internal resources, organizations must consider the security and well-being of their employees and their operations, and must count on the reliability of the web of networks and information technology systems on which they absolutely depend. IBM's experience in business continuity began when internal audit requirements were established in 1960. The IT continuity plans created to comply with these requirements have allowed IBM locations affected by outage emergencies to successfully recover in every instance. In 1989, with 29 years of internal recovery experience, BCRS began providing recovery services on a commercial basis and has been expanding these offerings ever since. IBM has deep industry-specific knowledge and a portfolio of unmatched services that help companies avoid disruption and keep their operations online. IBM is committed to helping our clients achieve the levels of business continuity necessary to address the triple threat of data protection, security, and compliance head-on.

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Sterling Forest, New York to WVOT. This highly secure site will meet your requirements for computer hardware, disk storage, peripherals, and network connectivity provisions as specified in your Request for Quotation.

Supplemented by onsite support from our experienced IBM service delivery team, the solution we have designed for WVOT will enable your organization to thoroughly exercise your recovery plan, and will facilitate WVOT's execution of your recovery plan at time of disaster.

IBM is also offering remote access to the recovery configuration in the Sterling Forest recovery site via our secure WebVPN service. This gives your team the advantageous option of testing or recovering from any location with Internet access.

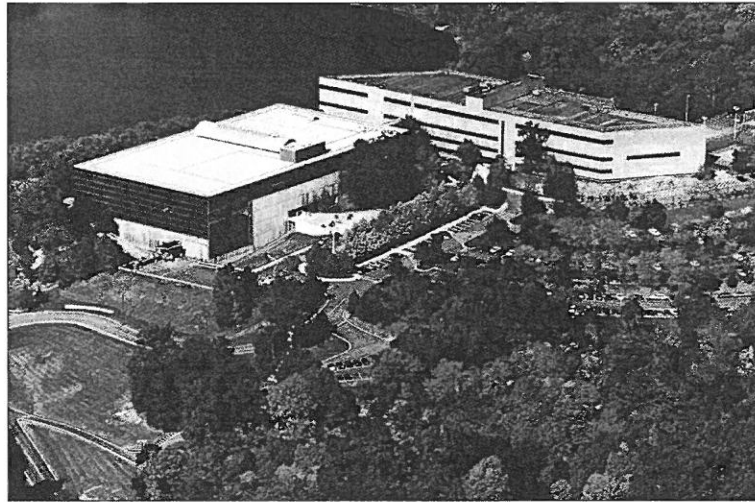
IBM BCRS is making a major strategic investment to build a new, IBM-owned, leading edge business resiliency center in Research Triangle Park (RTP) Raleigh, North Carolina. This priority project has a timeline that begins with our customer-centric architectural design, to 'breaking ground' in 2013, and completing construction in 2014 of the new site with a grand opening in early 2015. IBM would be happy to discuss a transition to the RTP facility with WVOT.

IBM BCRS has fifteen recovery sites located within the United States. Our enterprise recovery sites are geographically dispersed to minimize the risk of a regional disaster affecting our ability to provide recovery services. IBM has the ability to support most recovery requirements in a single site.

Sterling Forest, New York Recovery Site

Right:

The IBM BCRS enterprise site in Sterling Forest, New York is located in southern Orange County, New York, approximately 45 miles from midtown Manhattan. The site has over 200,000 square feet of raised floor dedicated to our clients.



Research Triangle Park Recovery Site

Right:

The IBM BCRS enterprise site in Research Triangle Park, NC is located at 1 Davis Drive, Research Triangle Park, NC, 27709. The site will have over 70,000 square feet of raised floor to serve our BCRS clients.



Facility / Infrastructure – The hardened infrastructure of IBM’s enterprise recovery sites feature built-in redundancy throughout, to mitigate the risk of failure. This includes receiving power and communications for voice and data from multiple providers, via multiple above and below ground paths. Each of our enterprise recovery sites is outfitted with UPS and backup generators.

Each IBM BCRS enterprise site (such as Sterling Forest and Research Triangle Park) has redundant, computer-controlled environmental systems, including multiple chillers, excess cooling capacity, dual water supplies, and fire/smoke/water detection and prevention systems. Security provisions are stringent, and include 24x7 guard patrols with closed-circuit surveillance of all critical areas. There are strictly controlled-access entrances to facilities, I/O suites, client offices and tape vaults via badge reader or numeric scramble pads.

Technology / Inventory – IBM’s enterprise recovery sites are fully equipped with computer technology, including servers, disk devices, tape drives, and other IT peripherals. Our enterprise sites feature built-in Network Centers. Our facilities amply accommodate multi-vendor, multi-

platform technologies. IBM invests over \$25 million into our recovery organization annually. Ongoing investments span the installation of servers, storage devices, routers and other current computing technology solutions to help meet our clients' growing recovery requirements.

Site Skills and Support – Professional, onsite staff consists of hundreds of recovery specialists, who support our clients' recovery exercises and recovery events. Our BCRS staff includes: Account Managers, Service Delivery Program Advisors, Systems Specialists and Network Analysts. A key strength of IBM BCRS is the depth and breadth of experience our personnel contribute to each recovery effort. The support capabilities of our recovery specialists are not limited to IBM technology—our extensive onsite inventories, combined with our impressive skill base, provide an extensive level of support for mainframe, multi-vendor open systems, client/server systems and work area environments.

Why IBM?

- **IBM corporate commitment.** IBM commits resources dedicated to our readiness and ability to support our clients' recovery of critical business processes and applications should a business interruption occur. Our BCRS clients have been 100% successful in recovering their mission-critical applications in each of over 500 recoveries we have supported in the USA.
- **IBM professionals to support your recovery.** A dedicated BCRS staff in excess of 700 professionals, averaging 10 years of experience, supports you during your recovery exercises and outage emergency events.
- **Proven processes and intellectual property.** IBM BCRS has been providing commercial recovery services since 1989 and based upon this experience offers a robust, proven suite of services to assist you in the development, management, and maintenance of your recovery program.
- **Multi-vendor assets to restore operations.** We continually make significant investment in IBM and non-IBM IT assets, which are solely dedicated to our clients for their use during exercise and recovery events.
- **Exclusive IT environment.** A BCRS client is never asked to physically share equipment or space with another client, nor would a client ever be required to compromise the exclusivity of their own IT environment.
- **Risk mitigation.** IBM BCRS carefully manages asset syndication levels to provide availability of IT assets to our subscribers, should a regional disaster occur.
- **Geographically dispersed recovery sites.** IBM BCRS has fifteen recovery sites located within the United States. The three enterprise recovery sites are geographically dispersed to minimize the risk of a regional disaster affecting our ability to provide recovery services. IBM has the ability to support most recovery requirements in a single site. IBM BCRS is making a major strategic investment to build a new, IBM-owned, leading edge business resiliency center in Research Triangle Park, (Raleigh) North Carolina which will open in 2015.
- **Advanced recovery techniques.** To support our clients that require low RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives), IBM BCRS offers a rich set of solutions supporting multi-vendor architectures and tools that provide advanced recovery techniques.
- **Contract flexibility.** Our contract was designed to provide you flexibility to change and update your coverage, so that the recovery solution can support your current IT and business requirements. You are not penalized for changing the assets to which you subscribe. In addition, should your recovery equipment requirements change, you can add platforms or devices without extending the length of your contract.

Solution Recommendation

Solution Recommendation

Solution Overview

Outlined below are the key elements of the proposed IBM BCRS services, which we integrate together to assist you in resuming normal, business-as-usual functionality and connectivity of your critical data processing environment:

- IBM's fully equipped hot site in Sterling Forest, New York, with the capabilities to support WVOT's required hardware configuration necessary for recovery.
- On-site technical recovery support for WVOT's mainframe hardware configuration.
- Experienced IBM support team includes assigned Account Manager and Service Delivery Program Advisor.
- Remote access to the recovery configuration in the Sterling Forest recovery site via our secure WebVPN service. This gives your team the advantageous option of testing or recovering from any location with Internet access.
- Robust WAN/LAN Infrastructure including Cisco LAN Switches and Telenex Mega Matrix Switches for end-to-end connectivity.
- Recovery exercise allowance for each year of your BCRS contract.
- Six weeks use of the recovery configuration following a disaster.

How We Will Deliver

As a subscriber to IBM BCRS, WVOT will be assigned an Account Manager, and a Service Delivery Program Advisor. IBM technical support personnel will include systems recovery specialists and network analysts. Our professional staff will be available to support you 24 x 7 during your exercises or actual recovery events.

Your IBM Account Manager has the responsibility for reviewing your goals, objectives, and budget priorities for business continuity. The Account Manager communicates new offerings, maintains responsiveness to your requests in all areas of our service, engages other sales and support specialists to address your needs if necessary, and oversees your overall satisfaction with us.

The IBM Service Delivery Program Advisor assigned to you is responsible for facilitating the success of your engagement, whether it is an exercise or a recovery event. Your Service Delivery Program Advisor coordinates and manages all recovery exercise activity, including scheduling the exercises. During any events supported by IBM, the Service Delivery Program Advisor is your primary point of contact, and is also responsible for your satisfaction with our services.

At the IBM recovery site are technical support staff comprised of systems recovery specialists and network analysts. During a recovery exercise or recovery event, these IBM support personnel (available onsite and on-call) will assist you with problem determination related to the hardware and software IBM provides with the configuration.

Included in our proposed solution is an annual recovery exercise allowance. This "rehearsal time" provides WVOT the opportunity to review and test your recovery plan, and acquaint your staff with the logistics of the recovery process. All exercise scheduling is done through the IBM Service Delivery Program Advisor, who will confer with WVOT's team to determine a mutually acceptable schedule for your test dates. IBM is proposing 80 hours of annual recovery exercise allowance to WVOT, which represents one event per year. Additional exercises are available on an as available basis for a charge that is specified in the Contract Documents.

IBM Response to General Terms and Conditions

IBM Response to General Terms and Conditions

IBM respectfully takes exception to the General Terms and Conditions.

We propose that should IBM be selected as the successful bidder, the general terms and conditions for the resulting contract shall be governed by the terms and conditions of the Master Customer Agreement No. JM 71665 ("ICA") and Addendum to ICA Documents ("First Amendment"), each dated May 28, 1993 and approved by the State of West Virginia Attorney General on June 29, 1993, and the Second Addendum Amendment to ICA ("Second Amendment") dated May 9, 2008 and approved by the State of West Virginia Attorney General on May 22, 2008. IBM considers the ICA, First Amendment and Second Amendment to represent the majority of specific exceptions to the terms and conditions contained in the RFQ.

In addition, the terms and conditions that will govern the specific services proposed will be:

1. the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services (Z125-8306-07) ("the Attachment") (copy enclosed); and
2. various Transaction Documents which will specify the details associated with a Subscription(s) (including Configuration details, pricing, contract period, etc.), and any standard IBM amendments to the Attachment that are applicable to the particular options you decide to select for the Subscription(s).

IBM Response to Specifications

Specifications

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for mainframe disaster recovery services. EXHIBIT "A" of this RFQ provides an inventory listing of the agency's current Mainframe operating environment. The agency is not procuring the equipment listed in EXHIBIT "A"; however, the functionality and capability of these items is required to execute back up recovery services.

This RFQ seeks to lease this equipment annually and utilize these services upon declaration of a disaster. The objective of the disaster recovery services is to restore essential functioning capacity at a remote location. In the event of an emergency and for regular testing, these services will support the Agency's function at the remote location.

IBM Response

IBM has read and acknowledges the above.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as the pricing page and used to evaluate the RFQ.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as ISCP0058.
 - 2.4 "GB" means gigabyte: 1,000,000,000 bytes of data.
 - 2.5 "IFL" means Integrated Facility for Linux, a central processor dedicated to Linux workloads.
 - 2.6 "MIPS" means million computer instructions per second.
 - 2.7 "PRISM" means Processor Resource/System Manager m IBM mainframe terminology refers to virtual partitions.
 - 2.8 "LPAR" means Logical Partition allowed by the (PR/SM)
 - 2.9 "CICS" means Customer Information Control System
 - 2.10 "VMLPAR" means Virtual Machine Logical Partition
 - 2.11 "TB" means Terabyte
 - 2.12 "SX SFP" means Small Form Factor Pluggable. SX transceivers allow for a maximum distance of 550m at 1.25 Gbits.
 - 2.13 "LC" means Lucent Connector
 - 2.14 "OSA ports" means Open System Adapter ports

IBM Response

IBM has read and acknowledges the above.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

- 3.1 The Vendor shall have at least three (3) years of experience in assisting clients in recovering IBM mainframe-based applications at its recovery center(s). Please furnish proof of services by completing the attached EXHIBIT "C" identifying references.

IBM Response

IBM's experience in business continuity began when internal audit requirements were established in 1960. The IT continuity plans created to comply with these requirements have allowed IBM locations affected by outage emergencies to successfully recover in every instance. In 1989, with 29 years of internal recovery experience, Business Continuity and Resiliency Services ("BCRS") began providing recovery services on a commercial basis and has been expanding these offerings ever since.

IBM BCRS currently supports approximately 1,500 clients and we have successfully supported over 760 recoveries worldwide, with 523 in the U.S.

Disaster recovery is an extremely sensitive issue and IBM respects the privacy and confidentiality of each and every one of our clients. We realize the importance of references in the evaluation process of our services and IBM will arrange to convey references to you during the contract negotiation phase with your organization.

4. **MANDATORY REQUIREMENTS:**

- 4.1 **Mandatory Contract Services Requirements and Deliverables** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 **Technical Requirements at Vendor's Recovery Center**

- 4.1.1.1 EXHIBIT "A" is a summary of our equipment in the current operating environment for the agency's mainframe. Vendor will provide equivalent capacity at the recovery center for scheduled testing, and immediately upon Agency-declaration of a disaster.

IBM Response

Please see Appendix A for proposed configurations.

The IBM Attachment for Multivendor Information Technology Recovery Services, under the subsection "Recovery", states:

"When you notify IBM that you are experiencing an Outage Emergency by calling the toll-free number IBM provides ("Declare"), IBM will begin to prepare, without delay, Recovery Site facilities for your use. You may have immediate access to the Recovery Site IBM makes available to you. IBM will use commercially reasonable efforts to provide the Configuration as soon as you are ready to use it and will provide it no later than twenty-four (24) hours after you Declare."

4.1.2 Mandatory Deliverables

4.1.2.1 The Vendor shall make an alternate processing facility/disaster recovery center available to the Agency for use in scheduled disaster recovery testing and, immediately, in the event of an Agency-declared disaster.

IBM Response

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Sterling Forest, New York to WVOT. This highly secure site will meet your requirements for computer hardware, disk storage, peripherals, and network connectivity provisions as specified in your RFQ.

The IBM Attachment for Multivendor Information Technology Recovery Services, under the subsection "Recovery", states:

"When you notify IBM that you are experiencing an Outage Emergency by calling the toll-free number IBM provides ("Declare"), IBM will begin to prepare, without delay, Recovery Site facilities for your use. You may have immediate access to the Recovery Site IBM makes available to you. IBM will use commercially reasonable efforts to provide the Configuration as soon as you are ready to use it and will provide it no later than twenty-four (24) hours after you Declare."

4.1.2.2 Recovery services in support of the Agency shall be concentrated at a single recovery center. The recovery center shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Considering the imperatives of prompt system restoration, and the uncertainties of post-disaster transportation, the Agency deems 500 miles to be the maximum distance its recovery team can travel to reach the recovery center and still have adequate time to rebuild its system.

IBM Response

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Sterling Forest, New York to WVOT. This highly secure site will meet your requirements for computer hardware, disk storage, peripherals, and network connectivity provisions as specified in your RFQ.

Supplemented by onsite support from our world-class IBM service delivery team, the solution we have designed for WVOT will enable your organization to thoroughly exercise your recovery plan, and will facilitate WVOT's execution of your recovery plan at time of disaster.

IBM is also offering remote access to the recovery configuration in the Sterling Forest recovery site via our secure WebVPN service. This gives your team the advantageous option of testing or recovering from any location with Internet access.

We can also offer WVOT the option of using the Columbus, Ohio facility for remote access. Please note that pricing for this option is not included in our current proposal.

IBM BCRS is making a major strategic investment to build a new, IBM-owned, leading edge business resiliency center in Research Triangle Park (RTP) Raleigh, North Carolina. This priority project has a timeline that begins with our customer-centric architectural design, to 'breaking ground' in 2013, and completing construction in 2014 of the new site with a grand opening in early 2015. IBM would be happy to discuss a transition to the RTP facility with WVOT.

4.1.2.3 The Vendor shall maintain technical compatibility with the Agency as the Agency upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ. The Agency will notify the Vendor of such upgrades, and the Vendor shall work with the Agency to update the contract accordingly.

IBM Response

IBM's recovery offering permits each client to request changes to a subscription (i.e., additions of machines and/or network lines to accomplish upgrades) on one month's written notice. This will allow WVOT to tailor a recovery configuration that is in step with your current business needs. No penalty fees are applied, based on either the change request or the frequency of change requests.

Specifically, the IBM Attachment for Multivendor Information Technology Recovery Services, which contains our standard terms and conditions, states under the section IBM Responsibilities:

"A request to change any detail of a Supplement requires one (1) month's written notice. If IBM agrees, IBM will confirm the change by sending you, for your signature, a revised Supplement specifying the effective date of the change and the adjusted charge. IBM will not unreasonably withhold its agreement. The adjusted charge will not be less than the Minimum Total Monthly Charge specified in a Supplement. Although IBM requests your signature on a revised Supplement, either your signature or your payment of the adjusted charge or your use of the Services, whichever occurs first after IBM sends you a revised Supplement, constitutes your acceptance of that Supplement."

4.1.2.4 The Agency's current environment listed in 4.1.1.1 is not static, but a dynamic one. Environment changes include, but are not limited to, changes in MIPS, processors, storage, connectivity, and I or bandwidth. The Vendor must support the Agency's environment changes; as Change Orders are required.

IBM Response

Please see our response above.

4.1.2.5 At no additional cost, the Agency shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section 4.1.1.1 of this RFQ), for up to 80 hours each year, in order to test its disaster procedures. The Agency anticipates performing one inclusive test each calendar year, but it reserves the right to perform multiple tests. In either case, the total test-time will not exceed 80 hours a year.

IBM Response

Included in our proposed solution is an annual recovery exercise allowance. This "rehearsal time" provides WVOT the opportunity to review and test your recovery plan, and acquaint your staff with the logistics of the recovery process. All exercise scheduling is done through the IBM Service Delivery Program Advisor, who will confer with WVOT's team to determine a mutually acceptable schedule for your test dates. IBM is proposing 80 hours of annual recovery exercise allowance to WVOT, which represents one event per year.

4.1.2.6 The Agency will consult with the Vendor in scheduling test time. The Vendor shall provide the Agency with a scheduled block of test time within 30 days of Agency request. The Agency's testing shall include, but not be limited to: loading and testing the Agency's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, and communications testing.

IBM Response

IBM BCRS has implemented the following practices regarding recovery exercise time, as stated in the IBM Attachment for Multivendor Information Technology Services:

"You may request that IBM provide time for you to test your recovery plan, procedures and operation (referred to as "Recovery Exercise" or "Exercise"). For each Recovery Exercise, IBM will make the Configuration available to you in contiguous four-hour blocks, scheduled as we mutually agree. You may schedule the number of hours and Exercises as specified in the Supplement (collectively called "Recovery Exercise Allowance"). You agree that IBM may reschedule your Exercise to serve another customer who has declared an Outage Emergency. If you request additional hours or additional Exercises, beyond your annual Recovery Exercise Allowance, IBM will provide it on an "as available" basis for a charge that is specified in the Supplement."

Scheduling: All exercise scheduling is done through the IBM Service Delivery Program Advisor, as follows:

IBM customers may schedule Additional Exercise Time and/or Additional Exercises up to two (2) years in advance as available.

Clients may either accept or reject an Exercise Date that has been offered to them by their IBM Service Delivery Program Advisor. If the Service Delivery Program Advisor has not received a response from the client within ten (10) days, the date will be released.

Network exercises (no system involved) may use either annual Recovery Exercise Allowance hours, Additional Exercise Time, or be billed on an hourly rate for the duration of the event, per network technical person. Such network exercises will not be counted or charged as an "Exercise."

Regarding lead times to schedule exercises, 4-6 months are recommended. If you have very stringent timeframe requirements (e.g., only weekend slots and must begin at 8:00 A.M.), longer lead times are encouraged to determine the availability of mutually acceptable test dates.

4.1.2.7 Immediately upon the conclusion of each of the agency's tests and actual disaster recovery events, the vendor shall perform a minimum initialization of the Direct Access Storage Device (DASD) volumes that were used by the Agency. If the Agency requires a more thorough erasure of its data from DASD, the Agency will be responsible for performing the task, and will perform it after each test (within the 80 hour window) or immediately upon the conclusion of any actual disaster recovery event.

IBM Response

IBM BCRS clients are responsible for their programs and data while in the hot site and for the removal and/or erasure of their programs and data from the equipment used during an exercise or recovery. Data removal must be complete by the end of the scheduled exercise time or by the end of

the recovery period. Note that certain complex data removal techniques may require many hours to perform and could impact WVOT's exercise hours.

IBM can perform the following service under a separate Statement of Work via our Recovery Program Execution offering:

- End of Event Disk Overwrite Service - The IBM Recovery Site System Support Staff will execute a three (3) pass disk overwrite on the disk frames listed in the Schedule and located at the IBM Recovery Site.

Budget and Planning pricing for this service is \$692 per month. This pricing is not included in our current proposal.

4.1.2.8 The Vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the Agency in the planning of tests, and during events at the recovery facility. The same support shall be available to the Agency 24/7 during tests and customer- declared disasters.

IBM Response

IBM has over 700 full-time professionals supporting our recovery sites. One of the key strengths of IBM BCRS is the depth of experience which these IBM professionals contribute to a recovery effort. The management and technical support staff assigned to each of our recovery sites represents a significant IBM asset in providing our service.

Each IBM enterprise recovery facility has a dedicated management and technical staff available to assist you, prior to and during your use of the recovery site. These IBM BCRS specialists provide technical and systems support for the Configuration(s) 24X7 for subscribers using the service. There is no additional charge for this; it is standard support that is available to all BCRS subscribers, whether the event is an exercise, or an actual recovery from an unplanned outage emergency.

Some of the key responsibilities of our support staff are as follows:

Support Staff:	Responsibilities
Account Manager	<p>The IBM Account Manager is your single primary contact into BCRS. The Account Manager has the responsibility for reviewing your goals, objectives, and budget priorities for business continuity, communicating new offerings, and being responsive to your requests for our services. The Account Manager engages sales and technical support specialists to address your needs when necessary, and maintains your overall satisfaction with us.</p> <p>Your Account Manager is your interface should you ever need to revise your services contract (for instance, an upgrade to your subscribed IT recovery configuration). The Account Manager will periodically review your BCRS account and contact you if necessary, in order to:</p> <ul style="list-style-type: none"> ▪ Validate the accuracy of the configuration and network services listed in your Supplement(s) for Multivendor Information Technology Recovery Services. ▪ Determine if you need to add and/or delete equipment to your contracted recovery configuration, because of changes to your requirements. ▪ Review any changes that IBM plans to make to our equipment inventory at the recovery site, which might impact your contracted configuration requirements. <p>Contact your Account Manager if you have any question about our recovery services. You never need to know the "right" person to call, because if your Account Manager</p>

Support Staff:	Responsibilities
	can't immediately answer your question, they will engage a staff resource within IBM BCRS who can.
Service Delivery Program Advisor	<p>Your Service Delivery Program Advisor is your single point of contact for delivery of our services during any event (i.e., an exercise or recovery). All recovery exercises are scheduled via your Service Delivery Program Advisor, who will encourage you to plan your exercise event well in advance, to give your company time to review and hone your plans and for IBM to schedule a mutually agreeable date for your exercise. You can even schedule a recovery exercise two years in advance.</p> <p>Once you have scheduled a recovery exercise event, your Service Delivery Program Advisor will coordinate all of the event's support activity. The Service Delivery Program Advisor will work together with your team to prepare for the exercise, so that all details are clarified prior to the scheduled date. As part of the BCRS total service team, your Service Delivery Program Advisor is responsible for IBM's provision of services during your event, whether it is an exercise or an actual recovery from an outage emergency.</p>
Network Support	<p>Consisting of more than 75 network professionals, our network team provides support for every aspect of your recovery site connectivity requirements. We provide network support for our services in North America from the three enterprise recovery sites in Gaithersburg, Sterling Forest, and Boulder, and Research Triangle Park beginning in 2015.</p> <p>The skills on the support team are the most comprehensive in the industry, covering hardware and software setup, implementation and problem determination for: firewalls, routers, vpns, front end processors, modems, muxes, Ethernet technologies, client workstations, servers, Automated Call Distribution (ACD), and a full complement of wide area connectivity options. Many of our employees have advanced degrees with telecommunications specialties. We also have employees with extensive project management skills, and others with MCSE (Microsoft Certified Systems Engineer) certification. In addition, IBM maintains a skilled Development staff whose primary function is to continually evaluate the telecomm industry, in support of developing high quality, cost-effective network recovery solutions for our clients.</p>
Systems Support	<p>We provide support for IBM System z, System i, Open Systems multi-vendor systems (including the open systems platforms of IBM/System P, Oracle, HP), diverse Intel-based client/server environments, Work Area recovery and Call Center (voice) recovery. Other OEM computing equipment is also supported, including disk drives, tape drives, and peripherals from various multi-vendor manufacturers. Nearly 100 Systems support specialists within IBM BCRS average 10 years of I/S experience.</p> <p>Our expertise and support of IBM and non-IBM equipment and software is second to none in the recovery industry. Our alliances with IBM developers, IBM help desks, and IBM testing labs allow our staff to access information and technical hardware only available to IBM BCRS. We cover the gamut from leading-edge Parallel Sysplex and Virtual Tape Server technology, and operating systems including z/OS, z/VM, and z/VSE. Through our alliances with Oracle, HP, and EMC, our systems support staffs have equal access to these vendors' product education and support structures. All of the above uniquely position IBM as your commercial recovery provider.</p>
Customer Administrators	Customer Administrators are the key to the smooth operation you see when you come to an IBM recovery site. A CA works with your Service Delivery Program Advisor to set up security clearances for your team. Upon your team's arrival, following site security's

Support Staff:	Responsibilities
	<p>verification of your IDs, Customer Administrators will issue temporary access badges to your team, provide instruction on how to obtain access to your designated areas via the security system, and guide you and your team to the appropriate recovery suite.</p> <p>Customer Administrators will oversee the receipt and shipment of your company's vital records by working with site security and shipping/receiving departments. The CA takes pride in providing our recovery site in showcase condition. This includes your assigned suite(s) being clean, stocked, and ready for your arrival.</p> <p>They are there to help you with a wide variety of administrative details throughout an exercise or recovery. The CAs answer calls to the Service Delivery desk and deliver messages in a timely fashion, and page clients or technical support when needed. They can also provide recommendations and directions to local restaurants, assist with ordering take-out meals, and handle the sending or receipt of faxed materials. In an outage emergency situation, the CAs can assist with hotel, car or catering arrangements. The Customer Administrator team will be there to help make your stay at our facility is a pleasant one, and encourages you to "Ask for it, if you don't see it."</p>

4.1.2.9 The Agency will ship a router to the vendor after award of bid. The Vendor shall install the router, house it in a secure cabinet, and ensure that it remains fully operational at all times. At the time of a scheduled disaster recovery test or declared disaster, the Vendor shall provide Internet connectivity for the router, and a connection to the Vendor provided CISCO GbE switch. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.

IBM Response

IBM has included hot-site floor space as part of our proposal. Per the amendment for Customer Owned Equipment (“COE”)/Hot-site Floor Space, IBM will provide space on the hot-site floor so such COE may be installed and kept in a powered-on active state (except for when scheduled maintenance, engineering changes, or upgrade activities are performed).

The customer is responsible to perform, or provide for the performance of, the COE's installation, maintenance and repairs, necessary engineering changes (including those for safety as required by IBM and/or IBM's insurers, local laws, ordinances, or code), and de-installation activities.

IBM can provide this installation on behalf of WVOT for actual and reasonable charges.

4.1.2.10 The Agency will utilize the internet for connectivity to the Vendor's facility. The Vendor will permit all IP and protocol traffic.

IBM Response

Yes, vendor will permit all traffic.

4.1.2.11 The Vendor will allow Generic Routing Encapsulation (GRE) over an Internet Protocol (IP) internetwork.

IBM Response

Yes, vendor will allow.

4.1.2.12 The Vendor must allow all protocols necessary to maintain IPSEC connection.

IBM Response

Yes, vendor will allow all protocols to maintain IPsec tunnel.

4.1.2.13 The recovery center shall feature uninterruptible power supply (UPS) units, batteries, diesel generators, redundant transformers, redundant chillers/air conditioners, smoke and water detectors, fire suppression systems, 24-hour guard service, and closed circuit TV monitoring.

IBM Response

Power at the Sterling Forest recovery facility is supplied clean and conditioned to support constant 60Hz, as required by the hardware. The electrical feeders are connected to four (4) Uninterruptible Power Supply (UPS) systems, which distribute the power to all raised floor areas of the campus. Multiple power distribution paths exist in all of the power distribution, eliminating single points of failure. Static switches provide concurrent maintenance of the power distribution components.

Electrical power is supplied to the site by Orange & Rockland Utilities via two 69 kilovolt lines, into two Orange & Rockland substations of 9.3 Megawatts. (The power distribution centers are located within close proximity of the site, in Hillburn, NY and Sugarloaf, NY). From these substations, power is transferred to two 13.2 Kilovolt lines, which enter the site from two opposite directions through underground ducts.

The Sterling Forest recovery site has sufficient cooling system capacity to meet our BCRS clients' requirements. Overhead cooling provides fresh air for the data center and administrative areas, and under-floor CAC (computer air conditioner) units cool all raised floor areas. The chiller pumps can deliver 1,800 gallons of chilled water per minute. At the Sterling Forest site, there is a new Chiller Plant with three (3) ultra-large chillers capable of 1,200 tons each, with a redundant capacity of 2,400 tons (N+1).

The multiple-UPS systems isolate all raised floor areas of the facility from power surges, voltage fluctuations, frequency variations, and loss of utility power. Onsite battery banks can maintain stable power during a utility outage. The system consists of four Liebert UPS modules. They are connected to a common output BUS to supply power to the recovery site. Each module is rated at 750 KVA, with a total connected-capacity rate at 2250 KVA (parallel redundant). Two modules are required to carry the present load. The remaining modules are for redundancy and future growth. In addition, Building One has three 500 KVA UPS units and two new Liebert 750 KVA units.

In the event of an unforeseen power interruption, the UPS systems at Sterling Forest can carry the raised floor areas of the recovery site at full load for 15 minutes. However, if there is a power outage of significant duration, back-up generators will automatically start within two minutes and supply the required power. The site is now protected by five (5) diesel generators made by Atlantic Detroit; each generator is 2.5 Megawatts in an N+1 configuration. Sufficient fuel storage capacity is on hand to supply the generators for up to 20 days.

Additional fuel can be delivered, as required, to provide continuous power until the utility emergency is resolved. The entire system is tested with a "black-start" test once a week, and at full load once a month.

The IBM Sterling Forest recovery site has an all-new fire detection system, which utilizes both overhead and under-floor photoelectric fire detectors. The sensors are monitored remotely at the Site Operations control center and at guard stations.

All Sterling Forest raised floor areas have fire suppression systems that utilize automatic pre-action, dry pipe sprinklers, along with sensors and water. System recovery suites, server farm, client offices, corridors, and data tape libraries are all protected. Fire extinguishers are also strategically located throughout the facility. This location also conforms to all National Fire Protection Association (NFPA) 75 standards. Shutdown procedures are readily available in case of an emergency.

The Sterling Forest recovery site provides 24 hours per day, 7 days per week security coverage with secure client parking and facility entrances. Access control monitoring systems and closed circuit cameras provide continuous monitoring throughout the site. These systems are located internally and externally, and are monitored by a Security Control Center, which is staffed on a 24 x 7 basis.

All visitors to IBM sites must be pre-registered prior to each visit. All visitors must show sufficient ID to guards at the Reception Desk, sign in, and wear the temporary badges issued to them whenever onsite.

Badge readers and scramble pads control individual access. Badge access is issued primarily to IBM employees and long-term contract employees, and scramble pad codes are issued primarily to BCRS clients. Badge readers are located throughout the site and allow access into IBM-staffed areas. Scramble pads are located at each external entrance and at the entrance to the lobby and individual client recovery suites. (Our scramble pads adhere to the American Disabilities Act [ADA] standards). BCRS clients may access their assigned suite only; they cannot accidentally enter another suite.

The Research Triangle Park facility will offer the following:

Item	Description	
Data Center Space Infrastructure	Total power capacity	4.2 MW capacity for IT equipment
	Total cooling capacity	44 CRACs @ 35 Tons = 1540 Tons of IT cooling
	Utility power feeds	Redundant 100 kV utility transmission lines
	Generator fuel supply	2-100K Gallon Fuel

Data Center Space Redundancy		Redundancy Level
	Emergency generator	N+1
	Main switchgear	N+1
	Uninterruptible power supply	N+1
	Power distribution units	N+1
	Remote power panels	N+1
	Cooling pump gear	N+1
	CRAC units	N+25%

Stringent security provisions include 24x7 guard patrols with CCTV surveillance of all critical areas, along with strictly controlled-access entrances to facilities, recovery suites, client offices and tape vaults via numeric scramble pads or badge readers.

4.1.2.14 The Vendor shall provide the Agency with office facilities during testing and disasters. The facilities shall be located at the recovery center and shall include at least 600 square feet of office space, chairs, work surfaces, terminals connected to the recovery CPU, at least six (6) telephones connected to long-distance service, a printer, and Internet access.

IBM Response

The Sterling Forest and Research Triangle Park recovery sites provide office space and business support to meet our customers' requirements, including offices, conference room, copiers, telephones and fax machines for subscriber use.

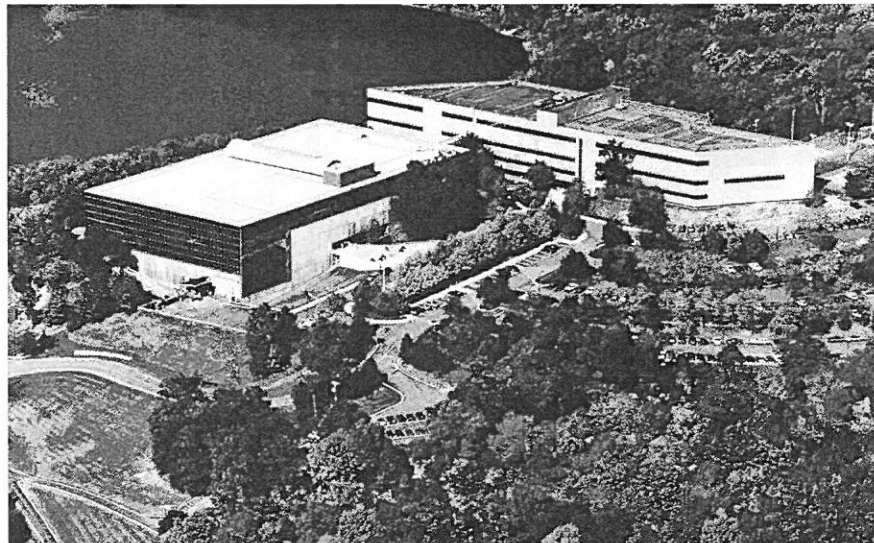
Additional work area recovery seats, which include a desk, chair, PC workstation and phone can be provided to the WVOT and are available at the recovery sites. IBM is happy to work with you to understand and refine this requirement. The price for these seats has not been included in the proposal.

4.1.2.15 The Vendor shall provide an overview of its proposed recovery center. The overview shall include at least a written description of the facility, and should include photographs of the facility; driving directions to the facility from the Agency's site at 1900 Kanawha Boulevard East, Charleston, WV; driving directions to the facility from nearby airports; and a map(s) indicating the location of the facility, recommended routes, and nearby lodging. This information is required before the Purchase Order is issued.

IBM Response

Sterling Forest, New York

The IBM BCRS site in Sterling Forest, New York is a fully equipped, enterprise recovery site with a contiguous Network Center. There are two main buildings on a wooded campus, which contain a wide range of IBM and multi-vendor computer systems, equipment, and network connectivity options to support the exercising of our clients' business continuity plans and their recovery from unplanned



outages. IBM BCRS maintains an onsite Service Delivery support team comprised of IT professionals, whose system and networking skills can be integrated into our clients' recovery processes.

Location

The IBM Sterling Forest recovery site is in a private, forested location at 300 Long Meadow Road in lower Orange County, New York. This location is approximately 45 miles from midtown Manhattan.

Several major highways, notably the New York State Thruway, the Garden State Parkway, Interstate 287 and U.S. Route 17, are all easily accessible from the IBM Sterling Forest recovery site. A number of reputable limousine and taxi services are available in the area.

The site is within 75 miles of five major airports: (in New Jersey: Newark Liberty International; in New York: John F. Kennedy International, LaGuardia International, Stewart International, and Westchester County). Driving time from the NYC airports to Sterling Forest is about 1 hour and 15 minutes. Newark Airport is one hour's drive from the recovery site. Westchester and Stewart are about 35 minutes away from Sterling Forest. Also, there is a heliport (at Sheraton International Crossroads in Mahwah, NJ), which is only fifteen minutes from the recovery facility.

4.1.3.3 Router TEST: At the start of the disaster recovery test, the Agency and the Vendor shall work together to establish connectivity between the Agency's data center and the Vendor.

IBM Response

IBM has read and acknowledges the above.

4.1.3.4 After the conclusion of the disaster recovery test, the Vendor shall save the Agency's router settings. The Vendor shall load the configuration during the Agency's next mini-test, disaster recovery test, or Agency-declared disaster.

IBM Response

IBM can perform this service under a separate Statement of Work via our Recovery Program Execution offering. This pricing is not included in our current proposal.

5. CONTRACT AWARD:

- 5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit "B") in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. If the cost of a line item will not add to the total cost of monthly subscription vendor is advised to input '\$0.00' where this applies. The following instructions will assist in the completion of the pricing page.
- 5.3 The Monthly Cost shall be based on the operating environment identified in the mandatory requirements of this RFQ.
- 5.4 Price per Unit multiplied by Estimated Quantity equals Extended Price.
- 5.5 The Vendor shall provide the cost, if any, of installing and housing the Agency-supplied router, modem, and hosted IP block referred.
- 5.6 As part of Agency evaluation, the Vendor shall provide the cost of disaster declaration (if any) and the daily usage cost (if any). The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For evaluation purposes, Vendor shall provide costs of a declared disaster of three (3) days.
- 5.7 Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense.
- 5.8 Sub Total A is the sum of items 1-21 and must be multiplied by 12 (months in a year) to determine Subtotal B of the annual cost of leasing Disaster Recovery Services.
- 5.9 The total cost of utilizing disaster recovery services will be the sum of Subtotal B, and adding items 22 and 23 Disaster declaration fee and the Recovery Daily Usage Charges for three (3) days.
- 5.10 Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

The Pricing Page was created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Guy.L.Nisbet@WV.Gov.

IBM Response

IBM has read and acknowledges the above.

During an event supported by IBM, the following applies, as stated in the IBM Attachment for Multivendor Information Technology Recovery Services under Section 5 "Charges":

"Total Monthly Charge

You agree to pay the Total Monthly Charge, specified in a Supplement, for each month of a Contract Period.

Recovery Charges

In addition to the Total Monthly Charge, you agree to pay an Initial Recovery Charge and a Daily Recovery Charge specified in a Supplement. The Initial Recovery Charge is incurred when IBM confirms to you that IBM has scheduled a Recovery Site for your use in response to your declaration of an Outage Emergency. For this charge, IBM makes the Configuration available to you for up to the number of days specified in a Supplement. Thereafter, for each day, or part thereof, that IBM provides you the Configuration, the Daily Recovery Charge applies.

Additional Charges

You agree to pay:

- a. any associated charges for telecommunications services you select as specified in a Supplement;
- b. charges for additional hours and Exercises you schedule beyond the annual Recovery Exercise Allowance specified in the Supplement;
- c. charges for operational and technical assistance beyond that described in this Attachment and the applicable Supplement, that IBM agrees to provide during an Event, in response to your written request and authorization;
- d. charges for miscellaneous expenses you incur while at a Recovery Site, for use of items such as supplies, materials, storage media or for use of office equipment. Both Parties agree that only those charges for which you have provided prior approval in writing specifying quantity and cost of miscellaneous expenses will be billed to you; and
- e. charges for your use of telephone and facsimile machines."

Other charges will apply for additional options selected. The details for the charges for additional options selected will be included in the services descriptions for such services.

In addition, WVOT will be responsible for all travel and living expenses for your recovery team. Each IBM BCRS subscriber is responsible for shipment of the media containing their data to and from the recovery site, as well as shipment of any printed output that is created at the recovery site.

IBM's travel and living expenses are "reasonable and actual travel expenses". For the hot site services proposed, we are not expecting any travel.

-
6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

IBM Response

IBM has read and acknowledges the above.

-
7. **PAYMENT:** Agency shall pay monthly subscription costs shown on the Pricing Pages. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

IBM Response

IBM proposes the terms of the IBM Customer Agreement which describes IBM's payment terms.

We propose that should IBM be selected as the successful bidder, the general terms and conditions for the resulting contract shall be governed by the terms and conditions of the Master Customer Agreement No. JM71665 ("ICA") and Addendum to ICA Documents ("First Amendment"), each dated May 28, 1993 and approved by the State of West Virginia Attorney General on June 29, 1993, and the Second Addendum Amendment to ICA ("Second Amendment") dated May 9, 2008 and approved by the State of West Virginia Attorney General on May 22, 2008. IBM considers the ICA, First Amendment and Second Amendment to represent the majority of specific exceptions to the terms and conditions contained in the RFQ.

-
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

IBM Response

WVOT will be responsible for all travel and living expenses for your recovery team.

IBM's travel and living expenses are "reasonable and actual travel expenses". For the hot site services proposed, we are not expecting any travel.

-
9. **VENDOR DEFAULT:**

The following shall be considered a vendor default under this Contract:

- 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.1.5 The following remedies shall be available to Agency upon default.
- 9.1.6 Cancellation of the Contract.
- 9.1.7 Cancellation of one or more release orders issued under this Contract.

9.1.8 Any other remedies available in law or equity.

IBM Response

IBM anticipates that the specifications and requirements of the services ultimately contracted for by the West Virginia Department of Administration's Office of Technology may vary from those expressed in this RFQ. Accordingly, IBM asserts that the basis for any potential vendor default will arise from the final terms agreed to between the West Virginia Department of Administration's Office of Technology and IBM and not the specifications of this RFQ.

10. MISCELLANEOUS:

10.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor 's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

IBM Response

As of the writing of this RFQ response:

Contract Manager: C.A. Potts

Telephone Number: 574-277-0065

Fax Number: 574-243-0007

Email Address: capotts@us.ibm.com

Exhibit A- ISCPOOS8 – Operating Environment

EXHIBIT A- ISCPOOS8 - OPERATING ENVIRONEMENT			
Line Item	Quantity	Part Number	Product Description
1	1	IBM z-Series Enterprise Server	Capable of at least 872 MIPS utilizing, at a minimum, 2 CP processors, 2 IFLs, 1 ZI/TP, 144 GB of memory; partitioned using PRISM into two LPARs; with a dynamic storage area of up to 8000 KB (for use on CICS); LPAR1 (z/OS production LPAR) LPAR2 (VM LPAR)
2	1	Enterprise Storage Server	Configured with 6TB of usable storage Server capable of supporting both 3390-9 and 3390-3 types of full-volume storage; and capable of performing, at a minimum, 3500 I/Os per second.
3	1	IBM 39S7-V06	TS7740 VTS
4	1	IBM 3S84-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended data tape cartridges
5	6	IBM 3S92-EOS	IBM TS1120 Tape Drives
6	200	IBM 3S92 1/0 slots	Slots for extended-data tape cartridges
7	6	PC Workstations	For use as operator consoles and TN3270 sessions
8	1	OSA Express SS GbE SX (2 ports)	Total of 2 ports.
10	2	OSA Express SS 1 000 Base-T (2 ports)	Total of 4 ports.
11	4	OSA Express SS 10 GbE SR (1 port)	Total of 4 ports.
12	1	Line	Analog Line for Dial-In to Router
13	1	Modem	V.92 for router connectivity (dial-in for out of band router management)

14	1	Block IP Addresses	/29
15	1	Internet Bandwidth	minimum of 1.5MB/second
16	1	CISCO GbE Switch	Configuration:WS-C3560G-24TS-S Catalyst 3560 24 10 100 IOOOT + 4 SFP Standard Image;2 GLC-SX-MM= GE SFP.LC connector SX transceivers; fiber cables as required to connect the switch to the OSA ports on the recovery enterprise server.
17	1	CISCO SMARTNET	24x7x4 for above equipment

IBM Response

Please see Appendix A for proposed configurations.

Exhibit C – Reference Sheet for Qualifications

IBM Response

Disaster recovery is an extremely sensitive issue and IBM respects the privacy and confidentiality of each and every one of our clients. We realize the importance of references in the evaluation process of our services and IBM will arrange to convey references to you during the contract negotiation phase with your organization.

Purchasing Affidavit

RFQ No. ISCP0058

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: IBM CORP.

Authorized Signature: *Kurt A. Sauer* Date: 3/20/14

State of Ohio

County of Warren, to-wit:

Taken, subscribed, and sworn to before me this 20th day of March, 2014.

My Commission expires June 26, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Ward Hellbronner*

Purchasing Affidavit (Revised 07/01/2012)



Ward Hellbronner
Notary Public, State of Ohio
My Commission Expires 06-26-2018

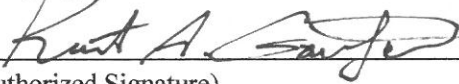
Certification and Signature Page

CERTIFICATION AND SIGNATURE PAGE

By signing below , I certify that I have reviewed this Solicitation in its entirety, understand the requirements , terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder 's behalf; that I am authorized to bind the bidder in a contractual relationship ; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

International Business Machines Corporation

(Company)



(Authorized Signature)

Kurt Gantzer, Solution Representative

(Representative Name, Title)

513-704-6812

513-826-1635

(Phone Number)

(Fax Number)

03/25/14

(Date)

Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

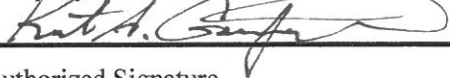
(Check the box next to each addendum received)

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

International Business Machines Corporation

Company



Authorized Signature

03/25/14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Additional Reference

Appendix A – Proposed Configurations

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: STATE OF WEST VIRGINIA

Processor type/model: NULLCPU NET

Customer Number: 9893710

Total Memory(CPU Memory) N/A

Address: 2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

Total Disk (for DASD) N/A

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT0LWQ.0.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
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Network

1	NULLCPU	NET	Empty CPU, Network
15	INT/MM	IBM	MultiMegabit Internet Access

Includes: - Local access to ISP point of presence from the IBM provided recovery facility.
 - Network interface equipment and IP router at the IBM provided recovery facility.
 - Wide area network interface and appropriate Ethernet port on IP router.
 - 29 registered IP addresses from a shared address pool. For additional addresses subscribe to INT/ADDR XYZ.

Notes:

- Each selection of Qty 1 is equivalent to 1Mb Internet Access
- This Internet solution uses shared resources available to customers at all recovery locations in the U.S. The additional Internet Access terms in your contract apply.
- Available during recovery exercise or outage emergency only.

1	LINE/STW	DIAL	Sterling Dedicated Dial Line
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Note: Dedicated Analog Dial Line for State of West Virginia

1	REMCONS	PKG1	Hotsite Remote Console Access
1	WEBVPN	10	Remote Access SSL WebVPN

Includes: Remote access to the IBM recovery center via customer web browser.

- 10 UserID's
- Broadband (Internet) gateway with appropriate microcode at IBM recovery center.
- private 192.168.net addresses will be assigned to users.
- IBM design of IP tunneling function between customer end-user device(s) and SSL VPN gateway at IBM recovery center.

NOTES:

- IBM will provide certain configuration parameters including userid and password for use during exercise and outage.
 - Customer is responsible for providing Internet Explorer or Netscape web browser on their end user PCs.
 - Customer is responsible for providing Internet access for their end users.
 - Customer agrees to comply with prerequisites and implement instructions provided.
- | | | | |
|---|---------|------|-------------------------------|
| 1 | CAT3750 | LYR3 | Enhanced 3750E Layer 3 Switch |
|---|---------|------|-------------------------------|

- Includes: - Cisco 3750 Enhanced Switch w/IOS Routing
- 24 10/100/1000 Copper Ethernet
- (2) Fiber 10Gigabit Ethernet Ports (X2)
- Cisco TwinGig Converter Modules (SFP2)
- (2) Cisco TwinGig Converter Module

Note: Customer Configures the 3750E and BCRS Integrates into the LAN Infrastructure.

- 1 COEPOWER .5KW COE Space .5KW Power
Includes: .5KW Power Per Qty 1 for Customer Owned Equipment.
1 COETEMP CGE Copper 1GigE Port for COE
Includes: One port for customer owned equipment, available for recovery exercise or outage emergency only.

Addendum for Customer Owned Equipment

Customer Name and Address

STATE OF WEST VIRGINIA
2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

Referenced Attachment No.: B001385
Supplement No.: CFT0LWQ
Customer No.: 9893710
Enterprise No.: 9642000

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

Addendum Effective Date: 05/01/2014

Revised Addendum: No
Renewal Addendum: No

Covered Address:

2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

CONTRACT PERIOD--

Start Date: 05/01/2014
End Date: 04/30/2015

HOT NODE FLOOR SPACE MONTHLY CHARGE: See Note 1
HOT NODE FLOOR SPACE SQUARE FEET: See Note 2
ONE-TIME CHARGE: \$0
HOURLY SUPPORT CHARGE: (Prevailing Hourly Rate and minimum)

Note 1: This charge has been included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services identified by Supplement Number CFT0LWQ.

Note 2: For equipment specified in this Addendum, the amount of floor space provided will be in accordance with the manufacturer's guidelines.

Agreed to: STATE OF WEST VIRGINIA

**Agreed to: International Business
Machines Corporation**

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (Type or Print)

Date

Name (Type or Print)

Date

**Addendum for
Customer Owned Equipment (continued)**

Customer Owned Equipment

Qty	Type	Model	Description
1	V.92	USROBOTI CS	MODEM
1	CISCO	3845	ROUTER

Supplement for Multivendor Information Technology Recovery Services (Continued)

Customer Name: STATE OF WEST VIRGINIA

Processor type/model: 2818 W02

Customer Number: 9893710

Address: 2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

Primary Recovery Site: Sterling Forest, NY

Contract Number: CFT0LXQ.0.1.1

Equipment Configuration

Quantity Or Units	Type	Model	Product Description
2818/W02[1]			
1	2818	W02	IBM zEnterprise 114
144	2818	GB1	IBM 2818 Memory Provides 1 GB of processor memory on the 2818.
2	2818	IFL	2818 IFL Includes one 2818 Integrated Facility for Linux (IFL) or one 2818 full capacity Central Processor (CP) available for Linux on System z workload.
1	2818	ZIIP	2818 ZIIP Includes one 2818 Integrated Information Processor or one 2818 full capacity Central Processor (CP).
3	MAINFRAME	LPAR	LPAR Selection (No cost)
24	DSDISK0	FN	IBM Disk System Includes: 250 GBs of RAID protected Tier 1 IBM disk, with PTC, PAV, HPAV authorization and and FICON host connectivity
1	3584J	BASE	IBM 3584 Tape Library Includes 3584-L22 with 16 cartridge I/O station, 199 cartridge capacity, FC connectivity. Advance Library Management System, Encryption Configuration, Control and Data Path Failover.
1	3584J	D22	IBM 3584-D22 Tape Storage Includes 1 3584-D22 tape storage to 3584J BASE with 360 cartridge capacity. Prerequisite: 3584J BASE configuration
6	3584J-FC	E05	IBM TS1120 Tape Drive Adds one 3592-E05 Fibre Channel tape drive with encryption feature to 3584J BASE. Prerequisite: 3584J BASE configuration. For iSeries use select one 940X/5704 8XX or 940X 5704 5XX for each 3584J-FC E05
2	3592-FC0N	E05	IBM TS1120 Tape Drive - E05 Includes: One 3592 E05 tape drive on a 3592 J70 or 3592 C06 controller with one FICON port per two drives, and Encryption feature.
1	TS7740F	BASE	IBM TS7740 VTS Includes 7 TBs of native cache capacity, 4 FICON ports and (6) 100 MB/sec increment of potential peak data throughput.
1	HP9000DN	PRT1	HP9000 Series L'Jet 64MB Eth /HP9000 Series LaserJet Printer /Ethernet connectivity included /64MB Memory, 50PPM

- 6 3270 PC PC with 3270 emulation
 Personal Computer configuration including a Fast Ethernet port,
 Windows, and TN3270E 3270 terminal emulation software.
 Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.
- 1 9074 005 Non-SNA 3270 Controller
 Includes: 2 FICON ports and 3 Ethernet ports
 Prerequisite: A "3270 PC" solution is required for local non-SNA
 support. Support for any other PC connection
 requires a "REMCONS PKG1" solution.
- 2 28180E3 1000 2818 OSA-Express3 1000 Base-T
 Includes: Two 2818 OSA-Express3 1000BASE-T Ethernet ports.
 Maximum of four 28180E3 1000 supported per 2818 processor.
- 4 28180E4 10SR 2817 OSA-Express4S 10 GbE SR
 Includes: One 2818 OSA-Express4S 10 Gigabit Ethernet SR port.
 Maximum of four 28180E4 10SR supported per 2818 processor.
- 1 28180E4 GBSX 2818 OSA-Express4S GbE SX
 Includes: Two 2818 OSA-Express4S Gigabit Ethernet SX ports.
 Maximum of four 28180E4 GBSX supported per 2818 processor.

Appendix B – IBM Attachment for Multivendor Information Technology Recovery Services

Amendment to the IBM Customer Agreement

Attachment for Multivendor Information Technology Recovery Services

Applicable Supplement Number(s): All in U.S.

STATE OF WEST VIRGINIA ("you") and International Business Machines Corporation ("IBM") agree that the following terms and conditions amend the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, specifically for the above Supplement Number(s) as follows:

1. In Section 2, "IBM Responsibilities", after the subsection "Technical and Operational Support for Recovery and Recovery Exercise", insert the following new subsection:

Customer Owned Equipment / Hot-site Floor Space

For an additional monthly fee, for machines of yours (called "Customer Owned Equipment", or "COE") which have been authorized for installation at the Primary Recovery Site and are listed in an Addendum for Customer Owned Equipment ("Addendum for COE"), IBM will provide space on the hot-site floor so such COE may be installed and kept in a powered-on active state (except for when scheduled maintenance, engineering changes, or upgrade activities are performed). IBM will maintain the applicable network line connections and cable connections between the COE and any applicable switch ports so that the COE is immediately ready to operate with the Configuration specified in the associated Supplement for Multivendor Information Technology Recovery Services.

In addition, for Customer Owned Equipment, IBM agrees to:

- a. provide an operating environment for the COE which meets the manufacturer's specifications;
- b. provide space in an IBM-provided rack or cabinet for the COE, unless otherwise listed in the Addendum for COE;
- c. provide electric power to the COE that has UPS (Uninterruptible Power Supply) protection. Dual-corded racks will be supported by multiple PDUs (Power Distribution Units);
- d. provide the amount of power (in kilowatts) that is listed in the Supplement. Power required will be estimated by multiplying sixty percent (60%) times the faceplate power rating of the equipment you request to install at the Recovery Site. Total estimated power required will then be rounded up to the nearest half kilowatt (.5kW);
- e. install the COE in a secure environment that restricts physical access to only those persons authorized by IBM, or by you with IBM's consent. Such consent will not be unreasonably withheld;
- f. use all reasonable efforts to minimize relocation of the COE within the Recovery Site during the Contract Period. If such relocation is required, IBM will exercise due care for safekeeping it while being relocated to the new or temporary location. Such relocation will be at IBM's expense;
- g. restrict the COE's use to only you, unless you give IBM written authorization to do otherwise;
- h. on your request and on a per-call basis, perform support activities related to Multivendor Information Technology Recovery Services required to ensure the proper operation of the COE, including providing escorted access to the COE for you or your vendors;
- i. not remove any markings, make any alterations, or affix any attachments to the COE without your prior written consent;
- j. not sell, lease, borrow against, or mortgage the COE or otherwise permit it to be subject to any legal or equitable process; and
- k. at your request, return the COE to you at the Recovery Site by releasing it to you, or by shipping it, C.O.D. as you direct.

In the Addendum for COE, IBM will specify (a) the quantity, type/model, and description of the COE you are authorized to install at the Primary Recovery Site, (b) the one-time charge, if any, for implementing the environment for the COE, (c) the Supplement to which the Hot-site Floor Space Monthly Charge applies, and (d) any other applicable charges and rates.

On one month's written notice, you may request discontinuance of Customer Owned Equipment / Hot-site Floor Space. In such case, IBM will promptly return such COE to you (as described above) and issue you

a revised Supplement for Multivendor Information Technology Recovery Services which removes the Hot-site Floor Space Monthly Charge.

and in Section 3, "Your Responsibilities", at the end of the section, insert the following new subsection:

Customer Owned Equipment / Hot-site Floor Space

You agree to:

- a. provide those cabinets listed in the Addendum for COE that are identified as Customer-provided, if any. Such cabinets must meet the specifications IBM provides, and must be equipped with Customer-provided Smart PDU's;
- b. bear risk of loss while the COE is in transit to and from the Recovery Site;
- c. pay all transportation expenses and packing costs when shipping the COE to and from the Primary Recovery Site, or to another Recovery Site if required by you during an Event. All approved COE that is shipped to the Recovery Site must be specified for "inside delivery";
- d. perform, or provide for the performance of, the COE's installation, maintenance and repairs, necessary engineering changes (including those for safety as required by IBM and/or IBM's insurers, local laws, ordinances, or code), and de-installation activities;
- e. provide necessary cables, tools, items to install the COE at the Recovery Site;
- f. provide, with at least three (3) months' advance notice, a written request to either add additional COE, or change the quantity or type of switch port connections;
- g. refrain from shipping any COE to the Recovery Site until it has been approved by both parties on a revised Addendum. Equipment not included in an active Addendum will be rejected at the loading dock and the transportation carrier will be required to retain control of such COE; and
- h. maintain insurance required by you to cover loss of, or damage to, the COE when in IBM's facility (except for theft or vandalism which is IBM's responsibility).

You further agree that:

- i. any requests to i) change the COE listed in the Addendum for COE, or ii) increase the power listed in the Supplement, are subject to final approval by IBM. Such approval will not be unreasonably withheld, however, approval is conditioned upon availability of space and power at the Recovery Site; and
- j. additional power must be contracted for in one-half kilowatt (.5kW) increments.

and in Section 5, "Charges", at the end of the section, insert the following new subsection:

Customer Owned Equipment / Hot-site Floor Space

You agree to pay:

- a. if applicable and specified in the Addendum for COE, the One-Time Charge for performing the initial installation/setup activities required to prepare the Primary Recovery Site for the COE. IBM will invoice you such amount separately on completion of such activities;
- b. the Hot-site Floor Space Monthly Charge, which is added to and included in the Total Monthly Charge in the referenced Supplement for Multivendor Information Technology Recovery Services; and
- c. an Hourly Support Charge based on IBM's prevailing rates and minimums each time IBM does a support activity on the COE in response to a request by you, including providing escorted access to the COE for you or your vendors. IBM will invoice such charge separately following completion of the requested support activity.

2. In Section 7, "Other Terms", after the subsection "Notification", insert the following new subsection:

State & Local Government Terms

Notwithstanding the foregoing, for the Subscription(s) identified by the above Supplement Number(s), IBM will:

- e. to be solely responsible for the content of any transmissions using Internet Access Services or any other use of Internet Access Services by you or by any other person or entity you permit to use Internet Access Services;
- f. to adhere to the terms in the document entitled "IBM's Acceptable Use Policy", as updated from time to time, and found at <http://www.ibm.com/services/aup.html>. IBM or the ISP reserves the right to immediately terminate or restrict the use of Internet Access Services for activities that, in IBM or the ISP's reasonable judgment, violate this Policy. Unless your continued use of Internet Access Services would a) violate or cause IBM or the ISP to violate applicable law or government order, b) create an unacceptable risk to IBM, IBM's other customers, or the ISP, c) cause IBM to violate IBM's agreements with IBM's other customers or the ISP, or d) cause IBM, IBM's other customers, or the ISP irreparable harm, IBM will use commercially reasonable efforts to notify you prior to such termination or restriction of your use and discuss in good faith whether remedies other than the termination or restriction of your use of such Services may be available. In the event your use of Internet Access Services is terminated or restricted, IBM will use commercially reasonable efforts to work with you and the ISP to help you obtain Internet access as soon as practicable;
- g. to defend and indemnify IBM from and against any and all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person or entity based upon the content of any transmission, or any other use of Internet Access Services by you or any person or entity you permit to use Internet Access Services; and
- h. that Internet Access Services ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; provided, however, that the network interface equipment and Internet IP router at the Recovery Site (including the wide area network interface card and the fast ethernet port on the Internet IP router) are not subject to the preceding provision of this item h, but are governed by the provisions of the section entitled "Warranty" in the Agreement. NO ADVICE OR INFORMATION GIVEN BY IBM'S, OR THE ISP'S, EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL IBM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR OR YOUR USERS' RELIANCE ON OR THE USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

If there is a conflict between the terms and conditions of this Amendment and those of 1) the IBM Customer Agreement, 2) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services, or its 3) Supplement(s) and any Addendum(a) and Statement(s) of Work, those of this Amendment prevail. Except as modified by this Amendment the terms and conditions of such Amendment, Attachment, and Supplement(s) and Addendum(a) and Statement(s) of Work for Multivendor Information Technology Recovery Services remain in full force and effect.

Each party acknowledges that it has read this Amendment and any attached Addenda, Supplements, and Statements of Work, understands them, and agrees to be bound by their terms and conditions. Further, both parties agree that the complete agreement between the parties about Multivendor Information Technology Recovery Services will consist of 1) this Amendment including any Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement, 3) the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services and 4) its Supplement for Multivendor Information Technology Recovery Services, and other Supplement(s), Addendum(a) and Statement(s) of Work, if any. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject.

Agreed to:
STATE OF WEST VIRGINIA

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):

Title:
Name (type or print):

Date:

Date:

Customer identification number: 9893710

Attachment number: B001385

Customer address:
2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

IBM address:
Attn: BCRS Contract Operations
IBM Corporation
P.O. Box 700
Suffern, NY 10901-0700

IBM COST PROPOSAL RESPONSE TO:

West Virginia Department of Administration's Office of Technology RFQ ISCP0058

For Business Continuity and Resiliency Services

Prepared for West Virginia Department of Administration's Office of Technology
By C.A. Potts
MVP Group - an IBM Business Partner
IBM Business Continuity and Resiliency Services
Phone: 574-277-0065
Mobile: 574-514-4410
capotts@us.ibm.com

March 25, 2014



Exhibit "B" PRICING PAGE FOR ISCP0058

Exhibit "B" PRICING PAGE FOR ISCP0058						
Item	Product	Product Description	Unit of Measure	Price per Unit	Estimated Quantity	Extended Price
		Reference ID #0008418 (includes 80 hours of test time and one test event during the 12 month contract period)	Per month	\$5,190	1	\$5,190
1	IBM z-Series Enterprise Server	Capable of a minimum 872 MIPS, utilizing at a minimum 2 CP processors, 1 ZIIP, 2 IFLs, 144 GB memory, partitioned using PRISM into two LPARs; with a dynamic storage area of up to 8000 KB for use on CICS; LPAR1 (zJOS production LPAR), LPAR2 (VM LPAR)	per month	Included in Ref ID #0008418	1	n/a
2	Enterprise Storage Server	Configured with 6 TB of usable storage; capable of supporting both 3390-9 and 3390-3 types of full-volume storage; capable of performing, at a minimum, 3500 I/Os per second	per month	Included in Ref ID #0008418	1	n/a
3	IBM 3957-V06	TS7740 VTS	per month	Included in Ref ID #0008418	1	n/a
4	IBM 3584-L23	TS3500 Tape Library capable of supporting IBM 3592 extended-data tape cartridges	per month	Included in Ref ID #0008418	1	n/a
5	IBM 3592-EOS	IBM TS1120 Tape Drives	per month	Included in Ref ID #0008418	6	n/a
6	IBM 3S92 I/O slots	Slots for extended-data tape cartridges	per month	Included in Ref ID #0008418	200	n/a
7	PC Workstations	For use as operator consoles and TN3270 sessions	per month	Included in Ref ID #0008418	6	n/a
8	OSA Express SS Gbe SX (2 ports)	Total of 2 ports	per month	Included in Ref ID #0008418	1	n/a
9	OSA Express SS 1000 Base-T 12 port)	Total of 4 ports	per month	Included in Ref ID #0008418	2	n/a
10	OSA Express SS 10 Gbe SR (1 port)	Total of 4 ports	per month	Included in Ref ID #0008418	4	n/a
		Reference ID #0008413 (includes 80 hours of test time and one test event during the 12 month contract period)	Per month	\$925	1	\$925
11	S384AISK9-12418	CISCO 384S ADVANCED IP SERVICES	per month	Included in Ref ID #0008413	1	n/a
12	NM-1GE	1Port GE Network Module	per month	Included in Ref ID #0008413	2	n/a

IBM Cost Proposal Response to WVOT for Business Continuity and Resiliency Services

13	NM-IT3/E3	One port T3/E3 network module	per month	Included in Ref ID #0008413	1	n/a
14	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	per month	Included in Ref ID #0008413	1	n/a
15	GLC-T=	1000BASE-T SFP	per month	Included in Ref ID #0008413	2	n/a
16	CISCO Gbe Switch	Featuring WS-C3S60G-24TS-S Catalyst 3S60 24 10/100/1000T + 4 SFP Standard Image;2 GLC-SX-MM= GE SFP,LC connector SX transceivers ;fiber cables as required to connect the switch to the OSA ports on the recovery enterprise server	per month	Included in Ref ID #0008413	1	n/a
17	CISCO SMARTNET	24X7X4 for above equipment	per month	Included in Ref ID #0008413	1	n/a
Costs of Installation and Hosting						
18	Analog Line to Router		per month	Included in Ref ID #0008413	1	n/a
19	Cost to install and house Agency Router		per month	Included in Ref ID #0008413	1	n/a
20	Cost to install and house Agency modem		per month	Included in Ref ID #0008413	1	n/a
21	Cost of Hosting Agency Supplied Block IP Addresses		Per month	Included in Ref ID #0008413	1	n/a
					Sub Total-A	\$6,115/month
					Items 1-21	
					Months in a Year	12
					Sub-Total-B	\$73,380/year
22	Disaster Declaration Fee		Once	N/A	1	N/A
23	Recovery Daily Usage Charge <ul style="list-style-type: none"> Note: Cost of Days 1-3 in the recovery site is \$6,115 and cost per day for days 4-42 is \$3,058/day. 		Three (3) days	\$6,115	1	\$6,115
Subtotal b plus item 22 and 23					TOTAL COST	\$79,495

IBM Cost Proposal Response to WVOT for Business Continuity and Resiliency Services



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IBM Corporation

The information in this proposal shall not be disclosed outside the State of West Virginia's organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, the State of West Virginia shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of State of West Virginia to use information contained in the proposal if it is obtained from another source without restriction.

We propose that should IBM be selected as the successful bidder, the general terms and conditions for the resulting contract shall be governed by the terms and conditions of the Master Customer Agreement No. JM 71665 ("ICA") and Addendum to ICA Documents ("First Amendment"), each dated May 28, 1993 and approved by the State of West Virginia Attorney General on June 29, 1993, and the Second Addendum Amendment to ICA ("Second Amendment") dated May 9, 2008 and approved by the State of West Virginia Attorney General on May 22, 2008. IBM considers the ICA, First Amendment and Second Amendment to represent the majority of specific exceptions to the terms and conditions contained in the RFQ.

In addition, the terms and conditions that will govern the specific services proposed will be:

1. the IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services (Z125-8306-07) ("the Attachment"); and
2. various Transaction Documents which will specify the details associated with a Subscription(s) (including Configuration details, pricing, contract period, etc.), and any standard IBM amendments to the Attachment that are applicable to the particular options you decide to select for the Subscription(s).

IBM is providing information responses in the format requested by your RFQ, along with additional information related to our services. Although we believe the information to be accurate and useful to you in your decision process, we do not consider this information (or the RFQ itself) to be part of the contract terms. This RFQ response is valid for a period of 90 days following submission.

IBM is not responsible for printing errors in this proposal that result in pricing or information inaccuracies. Products, programs, services or features discussed in this proposal may be subject to change without notice.

IBM, AIX, AS/400, DB2, DFSMS/MVS, Enterprise Storage Server, ESCON, FICON, FlashCopy, eServer, iSeries, Netfinity, OS/390, pSeries, RS/6000, S/390, SANergy, Tivoli, TotalStorage, VM/ESA, xSeries, z/OS, z/VM and zSeries are trademarks of the IBM Corporation in the United States or other countries or both. Intel is a registered trademark of Intel Corporation in the United States, other countries, or both. Java and all Java-based trademarks are trademarks of Sun Microsystems, Inc. in the United States, other countries, or both. Microsoft, Windows and Windows NT are registered trademarks of Microsoft Corporation in the United States, other countries, or both. UNIX is a registered trademark of The Open Group in the United States and other countries.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

STATE OF WEST VIRGINIA

**2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFT0LWQ
Package ID: 20140320221123
Date Generated: 03/20/2014
This offer is good until: 05/01/2014

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

STATE OF WEST VIRGINIA
2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

REFERENCE NUMBERS

Attachment: B001385
Agreement: JM71665
Customer: 9893710
Enterprise: 9642000

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

CONTRACT PERIOD

Start Date: 05/01/2014
End Date: 04/30/2015

SUPPLEMENT

Number: CFT0LWQ
Effective Date: 05/01/2014
Revision (yes/no): No
Renewal (yes/no): No

Covered Address:

2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge: \$925
Minimum Total Monthly Charge: \$925

Recovery Charges

Initial Recovery Charge: \$925
Day(s) Included in Initial Recovery Charge: 3
Daily Recovery Charge per day thereafter: \$463

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 80
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$600
Additional Recovery Exercise, per Exercise: \$1,200

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 05/01/2014.

Agreed to:
STATE OF WEST VIRGINIA

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):

Title:
Name (type or print):

Date:
Customer identification number: 9893710

Date:
Attachment number: B001385

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS**

FOR

STATE OF WEST VIRGINIA

**2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214**

SUBMITTED BY:

**Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700**

Supplement Number: CFT0LXQ
Package ID: 20140320221123
Date Generated: 03/20/2014
This offer is good until: 05/01/2014

Supplement for Multivendor Information Technology Recovery Services

The terms of the IBM Customer Agreement and its Attachment for Multivendor Information Technology Recovery Services (or an equivalent agreement signed by both parties) apply to this transaction.

Customer Name and Address

STATE OF WEST VIRGINIA
2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

REFERENCE NUMBERS

Attachment: B001385
Agreement: JM71665
Customer: 9893710
Enterprise: 9642000

IBM Address for Notices:

Attn: BCRS Contract Operations
IBM Corporation
PO Box 700
Suffern, NY 10901-0700

CONTRACT PERIOD

Start Date: 05/01/2014
End Date: 04/30/2015

SUPPLEMENT

Number: CFT0LXQ
Effective Date: 05/01/2014
Revision (yes/no): No
Renewal (yes/no): No

Covered Address:

2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

Primary Recovery Site

Sterling Forest, NY

Monthly Charges

Total Monthly Charge: \$5,190
Minimum Total Monthly Charge: \$5,190

Recovery Charges

Initial Recovery Charge: \$5,190
Day(s) Included in Initial Recovery Charge: 3
Daily Recovery Charge per day thereafter: \$2,595

Recovery Exercise

Initial Contract Period Year 1 – Total Hours: 80
Number of Exercises: 1
Each subsequent twelve-month period – Total Hours: 0
Number of Exercises: 0
Additional Recovery Exercise Time, per 4-hour block: \$1,172
Additional Recovery Exercise, per Exercise: \$2,343

Telecommunications

One-Time Charge: \$0
Usage charges are billed separately.

General

Work area space allocated at time of Event.

In entering into this agreement, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the Attachment, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Attachment.

IBM agrees to provide the Services described in this Supplement provided you accept this Supplement, without modification, by signing in the space below on or before 05/01/2014.

Agreed to:
STATE OF WEST VIRGINIA

Agreed to:
International Business Machines Corporation

By _____
Authorized signature

By _____
Authorized signature

Title:
Name (type or print):

Title:
Name (type or print):

Date:

Date:

Customer identification number: 9893710

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