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Coppell, TX 75019

August 30, 2012

Ms. Krista Ferrell  
State of West Virginia  
Buyer Supervisor  
2019 Washington Street, East  
PO Box 50130  
Charleston, WV 25305

Dear Ms. Ferrell,

IBM is pleased to provide prices and services in response to the West Virginia Office of Technology ("WVOT") Request for Quotation ("RFQ") for Disaster Recovery Services Agreement dated August 8, 2012.

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, as attached hereto. 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).

To date, IBM Business Continuity and Resiliency Services (BCRS) has successfully supported 501 U.S. recoveries. Our enterprise recovery sites are built and managed to combine optimal emergency response across multiple IT hardware and software platforms. We are proposing our fully equipped, fully hardened recovery site in Gaithersburg, Maryland to WVOT.

IBM has earned the trust and confidence of thousands of clients around the world. Every time a client has put the livelihood of their business in our hands, we have proven that our recovery processes are beneficial. In 2010, Forrester Research published "The Forrester Wave™: Disaster Recovery Services Providers, Q2 2010", which reported that IBM Business Continuity and Resiliency Services was the *highest ranked Disaster Recovery Services Provider* as compared against five other well established multi-national service providers.

I am your authorized IBM representative on all issues for this response to your RFQ. Should you have any questions pertaining to our services or this RFQ response, please don't hesitate to contact me. This response is valid for a period of 90 days following submission.

We look forward to earning WVOT's trust and confidence as your expert provider of continuity and recovery services.

Yours sincerely,



Ygnacio Dominguez

IBM Sales & Distribution, Inside Sales

IBM Business Continuity and Resiliency Services

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# IBM Response to the West Virginia Office of Technology, RFQ Number ISCN0003 for Disaster Recovery Services: Technical Proposal

Presented to West Virginia Office of Technology  
By Ygnacio Dominguez  
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## Executive Summary

### *Our Understanding of Your Goals*

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology ("WVOT") to establish a contract for mainframe and network disaster recovery services. The services will include the use of an alternate processing facility / recovery center, both for testing purposes and in the event of an Agency-declared disaster. WVOT (the Agency) provides essential IT services, including mainframe and network/backbone support, to State agencies. Disaster recovery services are critical to that mission.

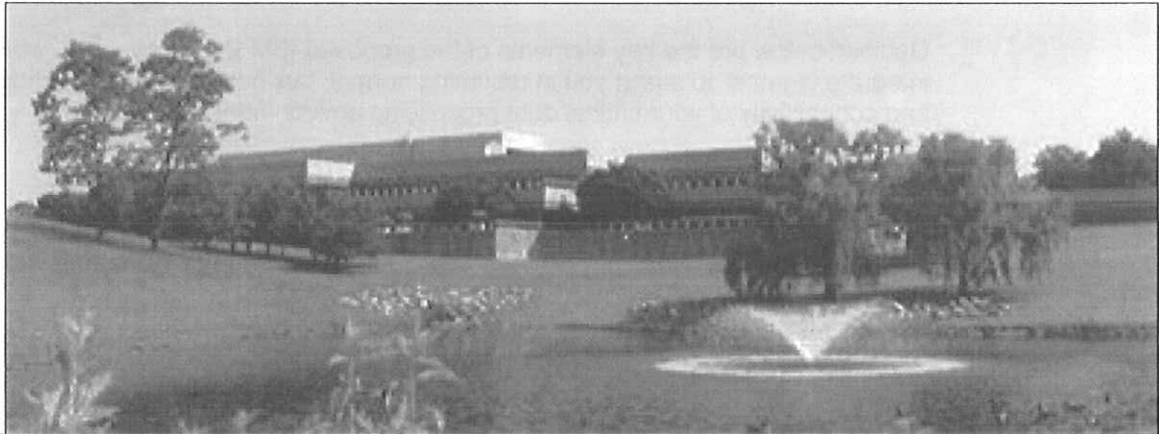
IBM Business Continuity and Resiliency Services (BCRS) has studied WVOT's recovery requirements and goals, and we are presenting a solution that we are confident will meet your current recovery requirements, and also position you to accommodate future continuity and recovery needs.

### *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. With 40 years of global experience in the business continuity arena and 15 recovery locations in the United States, 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 Gaithersburg, Maryland 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 Proposal.

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.



**Above:** Conveniently located next to Interstate Highway 270, the IBM BCRS Gaithersburg facility is 25 miles from Washington National Airport, within 40 minutes of Dulles International and less than an hour from Baltimore/Washington International. The site has 80,000 square feet of raised floor dedicated to our BCRS clients

**Facility / Infrastructure** – The hardened infrastructures 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 Gaithersburg) 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 Business Continuity and Resiliency Services 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, midrange systems, multi-vendor open systems, client/server systems and workplace environments.



## *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 Gaithersburg, Maryland 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
- Recovery exercise allowance built into 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 Business Continuity and Resiliency Services, 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 Business Continuity and Resiliency Services, 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.



*IBM's Business Continuity and Resiliency Services unit uses its business and technological expertise to help you keep your business running.*

### 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 the 501 recoveries we have supported in the USA.
- **IBM professionals to support your recovery.** A dedicated Business Continuity and Resiliency Services staff in excess of 700 professionals, averaging nine 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 Business Continuity and Resiliency Services 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 located in Gaithersburg, Maryland; Boulder, Colorado, and Sterling Forest, New York 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.
- **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 BCRS 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.



## IBM Response to 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, as attached hereto. 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).



## 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 a contract for mainframe and network disaster recovery services. The services will include the use of an alternate processing facility / recovery center, both for testing purposes and in the event of an Agency-declared disaster. WVOT (the Agency) provides essential IT services, including mainframe and network/backbone support, to State agencies. Disaster recovery services are critical to that mission.

**Response:**

IBM has read and acknowledges the above.

### 2. AGENCY'S CURRENT ENVIRONMENT

2.1 BACKUP PROCEDURES: Agency and system backup tapes are stored off-site. In the event of a disaster recovery test or declared disaster, the Agency will be responsible for transporting the tapes to the recovery center. The Agency does not, at this time, contemplate writing data directly to the recovery center.

#### 2.2 HARDWARE / SOFTWARE

##### 2.2.1 HARDWARE

Quantity	Machine/Product	Product Description
1	2098-V02	<p>IBM enterprise server configured with 3 processors and 24 GB of memory. (Two processors are CP with 797 MIPS; one processor is an IFL with 366 MIPS.) Contains PR/SM feature, 3 LPARS, and an IFL:</p> <p><u>LPAR1 (z/OS production LPAR # 1);</u></p> <p><u>LPAR2 (z/OS production LPAR # 2);</u></p> <p><u>LPAR3 (z/OS test LPAR # 3);</u></p> <p><u>IFL (z/VM IFL with Linux).</u></p>
1	2105-800	<p>IBM enterprise storage server configured with 6TB of usable storage. The device supports the following types of full-volume formatted storage: 3390-9 and 3390-3 (enterprise); and 3390-9 and 3390-3 (open systems — Linux).</p>



1	3584-L23	IBM TS3500 Tape Library capable of supporting IBM 3592 extended-data tape cartridges
6	3592-E05	IBM TS1120 Tape Drives
1	3957-V06	IBM TS7740 Virtualization Engine
1	3957-YEA	IBM TS7720 Virtualization Engine Server
2	OSA Express 1000 Base-T	Total of 4 ports.
1	OSA Express GbE	Total of 2 ports
2	OSA Express 10 GbE	Total of 4 ports

#### 2.2.2 SOFTWARE

##### Partition 1

z/OS V1.11 operating system (in transition to V1.13)

CICS R3.2

DB2 V9 (in transition to V10)

Numerous ISV products

##### Partition 2

z/OS V1.11 operating system (in transition to V1.13)

CICS R3.2 CA-Datacom products

##### **Response:**

IBM has read and acknowledges the above.



### 3. TECHNICAL REQUIREMENTS AT RECOVERY CENTER

The following equipment and capacity, or equal, shall be available to the Agency at the recovery center for scheduled testing, and immediately upon Agency-declaration of a disaster.

<u>Quantity</u>	<u>Machine/Product</u>	<u>Product Description</u>
1	IBM z-Series Enterprise Server	Capable of at least 797 MIPS utilizing, at a minimum, 2 CP processors, 1 IFL, 24GB of memory; partitioned using PRISM into two LPARs; with a dynamic storage area of up to 8000 KB (for use on CICS).
1	Enterprise Storage Server	<u>LPAR1 (z/OS production LPAR)</u> <u>LPAR2 (VM LPAR)</u> Configured with 6TB of usable storage; 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.
1	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges
6	IBM 3592-E05	IBM TS1120 Tape Drives
200	IBM 3592 I/O slots	Slots for extended-data tape cartridges
6	PC Workstations	For use as operator consoles and TN3270 sessions Total of 2 ports.
1	OSA Express GbE SX	Total of 2 ports.
2	OSA Express 1000 Base-T	Total of 4 ports.
2	OSA Express 10 GbE SR	Total of 4 ports.
1	T1	The State of WV will be responsible for providing the line and any necessary expenses involving T1 connections at the vendor recovery center. The T1 connection will terminate at a customer-supplied router located at the recovery center. (Also see Section 4, item 8.)
1	Line	Analog Line for Dial-In to Router
1	Modem	V.92 for router connectivity



1	CISCO 3845	Router with the following features: 3845 w/AC PWR,2GE,ISFP,4NME,4HWIC, IP Base, 64F/256D
1	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES
2	NM-1GE	1 Port GE Network Module
1	NM-1T3/E3	One port T3/E3 network module
1	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
2	GLC-T=	1000BASE-T SFP
1	CISCO GbE Switch with the following features: WS-C3560G-24TS-S Catalyst 3560 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.	
1	CISCO SMARTNET 24x7x4 for above equipment	

**Response:**

Please see Appendix A for proposed configurations.

**4. GENERAL SPECIFICATIONS**

4.1 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.

**Response:**

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Gaithersburg, Maryland 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."

- 4.2 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.

**Response:**

To meet your goals for successful business resilience, IBM proposes our hardened, fully equipped enterprise recovery site in Gaithersburg, Maryland 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. This location is approximately 340 miles from Charleston, WV.

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.

- 4.3 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.

**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."

- 4.4 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 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.

**Response:**

IBM is proposing 80 hours of annual recovery exercise allowance to WVOT, which represents one event per year.

- 4.5 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 actual test shall start no less than 60 days thereafter, in order for the Agency to have time to prepare properly. 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.

**Response:**

IBM Business Continuity and Resiliency Services 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. For example, on August 1, 2012, you may request your recovery exercise hours be scheduled for any time up to and including August 1, 2014.

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.

- 4.6 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 60





hour window) or immediately upon the conclusion of any actual disaster recovery event.

**Response:**

IBM Business Continuity and Resiliency Services 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 the client's exercise hours.

4.7 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.

**Response:**

IBM has over 700 full-time professionals supporting our recovery sites. One of the key strengths of Business Continuity and Resiliency Services 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 specialist 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
<p><b>Account Manager</b></p>	<p>The IBM <b>Account Manager</b> is your single primary contact into Business Continuity and Resiliency Services. 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 Business Continuity and Resiliency 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"> <li>▪ Validate the accuracy of the configuration and network services listed in your Supplement(s) for Multivendor Information Technology Recovery Services.</li> <li>▪ Determine if you need to add and/or delete equipment to your</li> </ul>



Support Staff:	Responsibilities
	<p>contracted recovery configuration, because of changes to your requirements.</p> <ul style="list-style-type: none"> <li>▪ Review any changes that IBM plans to make to our equipment inventory at the recovery site, which might impact your contracted configuration requirements.</li> </ul> <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 can't immediately answer your question, they will engage a staff resource within IBM BCRS who can.</p>
<p><b>Service Delivery Program Advisor</b></p>	<p>Your Service Delivery Program Advisor is your single point of contact for delivery of IBM's Business Continuity and Resiliency 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 Business Continuity and Resiliency Services 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>
<p><b>Network Support</b></p>	<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 Business Continuity and Resiliency Services in North America from the three enterprise recovery sites in Gaithersburg, Sterling Forest and Boulder.</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 CNE (Certified Novell Engineer) and 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>



Support Staff:	Responsibilities
<b>Systems Support</b>	<p>IBM Business Continuity and Resiliency Services provides diverse systems support for multiple computing environments including IBM mainframe, System p, SUN, HP, System i, and Tandem. Nearly 100 Systems support specialists within IBM BCRS average 16 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 Business Continuity and Resiliency Services. 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 SUN, 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>
<b>Customer Administrators</b>	<p>Customer Administrators are the key to the smooth operation you see when you come to a Business Continuity and Resiliency Services 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 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 24 hours a day 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>

4.8 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 connect the

Agency's router to the vendor's router. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.

**Response:**

IBM has included hot node floor space as part of our proposal. Per the amendment for Customer Owned Equipment/Hot Node Floor Space, the equipment will be in a powered-on active state and will be immediately ready to operate with the configuration specified in the associated Supplement for Multivendor Information Technology Recovery Services.

The customer is responsible to perform, or provide for the performance of, the Equipment'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 the State of West Virginia for actual and reasonable charges.

- 4.9 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.

**Response:**

**UPS** - At the Gaithersburg site, the UPS (Uninterruptible Power Supply) isolates the data center from power surges, voltage fluctuations, frequency variations, and loss of utility power. The site's batteries can maintain stable power at 60 and 400 Hz during a utility outage. The system consists of five (5) Liebert UPS modules. They supply power to the recovery site with a total capacity of 4000 kVA. Four modules are required to carry the present load with the remaining module for redundancy. The UPS is tested at full load, once a month (on a weekend).

**Diesel Generators** - The UPS system will carry the recovery site at full load for 15 minutes. If there is a power outage of significant duration, diesel generators will automatically start within two minutes and supply the required power. There are four 1500-kilowatt diesel generators with two provided for backup. There is sufficient fuel to supply the generators for approximately thirty-six (36) hours. Additional fuel can be delivered, as required, to provide continuous power until the utility emergency is resolved.

**Power Conditioning** - Power to the Gaithersburg facility is supplied from the Potomac Electric Power Company (PEPCO) from two 69 kV underground feeders. Feeders operate in parallel with only one feeder required to supply power to the site. The 13.2 kV transformers are designed in redundant configuration to supply eight (8) indoor substations, which in turn are stepped down to 480 volts, routed through the UPS system, and distributed throughout the data center.

**HVAC/Chillers** - The Gaithersburg site has sufficient cooling system capacity to meet current requirements. Conditioned fresh air is provided through overhead ventilation for the facility with floor mounted CAC units providing computer room air throughout the raised floor. The site has a chiller capacity of 2950 tons. The chiller plant operates in N+1 mode, with a primary chilled water and condenser pump for each chiller set. The plant consists of four chiller sets, which provides a minimum of one chiller for redundancy. In the event of a failure, the stand-by chiller and its pumps will start automatically to provide backup.

**Fire Detection** - The Gaithersburg site has a Pyrotronics addressable fire protection system, which uses photoelectric fire detectors above and below the floor. The sensors are monitored remotely at the Security Control Center.

**Fire Suppression** - Gaithersburg has a fire suppression system that uses automatic pre-action, dry pipe sprinklers in the data center. Hot site, cold site, offices, corridors, and tape libraries are all protected. Fire extinguishers are also strategically located throughout the facility. This location conforms to all National Fire Protection Association (NFPA) 75 standards. Shutdown procedures are readily available in case of an emergency.

**Security** - At Gaithersburg, the Gaithersburg Security Office oversees all site security. Each employee or assigned contractor is issued a photo ID badge with an electronic code strip, for general building access. Individual access to all critical areas (such as the system recovery suites and the tape storage vault) is restricted, allowing limited access via the badge readers. A closed circuit TV system scans all building entrances and parking lots, and is monitored 24 x 7 by security.

**Security Staff** - A 24-hour on-site security staff makes regular patrols of the site, as well as the Data Center. All perimeter entrances and Data Center doors are alarmed and monitored electronically. These alarms are tested quarterly. Panic/duress alarms are also located in the main lobby, and are tested quarterly by the security staff.

**Vehicle Access** - A guarded gatehouse and controlled entrance gates restrict vehicle access to the Gaithersburg site. The gatehouse is staffed at predetermined times during each eight hour period (24-7). Badge access is required to open the gates. After-hours access is handled by the Gaithersburg Security Office from inside the facility. Each entrance gate has an intercom and a closed circuit monitor, to provide communications with security (for visitors and authorized personnel without an access badge). Once proper authorization has been determined, the gates can be opened remotely from the Gaithersburg Security Office.

4.10 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.

**Response:**

The Gaithersburg recovery site provides 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 Gaithersburg recovery site. 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.

- 4.11 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).

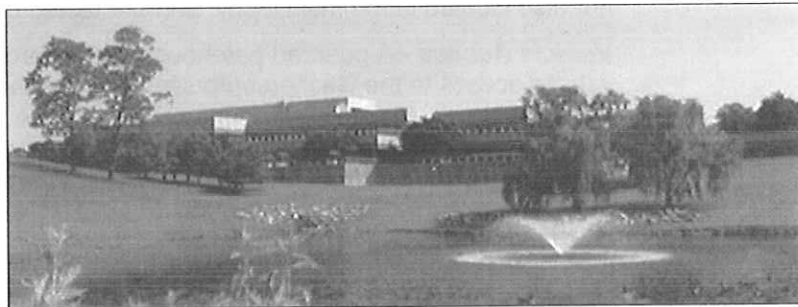
**Response:**

IBM has provided commercial disaster recovery services to our clients since 1989. We have supported 501 declarations in the U.S. Following each of these declarations, IBM was successful in providing the contracted IT environment and resources to our clients, in support of their restoration of mission-critical applications and connectivity necessary for business continuity.

- 4.12 The Vendor shall provide an overview of the 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.

**Response:**

Designed for large enterprise clients with multiple CPU and advanced technology requirements, the IBM Business Continuity and



Recovery Services site in Gaithersburg, Maryland provides a broad spectrum of technology, services and skills needed to support comprehensive recovery solutions for complex IT environments. It is one of the largest, fully integrated Parallel Sysplex installations in existence today, and this leading-edge technology is complemented with additional multi-vendor hardware to support a variety of platform requirements and applications for our BCRS clients.

IBM Gaithersburg is a fully equipped, ready-conditioned hot site with a contiguous Network Center. The hardened infrastructure of this recovery site has built-in redundancy throughout, to mitigate the risk of any type of failure. This includes receiving power and communications from multiple providers, and outfitting the entire site with the latest in UPS and generator technology. Full time security guards and controlled-access doors to all entrances and system suites provide for client security.

**Location**

The Gaithersburg recovery site is situated at 800 North Frederick Avenue, Gaithersburg, Maryland. This location is less than 20 miles from Washington, DC, next to Interstate Highway 270, and is convenient to three major airports (Reagan National, Dulles International, and Baltimore/Washington International). Numerous train services provide easy access to the Gaithersburg area as well. There is ample, on-site parking and handicap access.



### **Hotels and Accommodations**

A wide selection of fine hotels and motels are all in the vicinity of the Gaithersburg recovery site. There are four (4) major hotels located within one mile of the site.

**Restaurants** - There is a very large selection of restaurants around the Gaithersburg recovery site, from fast food to fine dining. Dining information (including places that deliver take-out food to the site) is available either in the system suites or from the on-site IBM Customer Administrators.

Also, the many historical sites and cultural opportunities of Washington, DC are less than 20 miles from the IBM Gaithersburg site.

### **Gaithersburg On-site Amenities**

In the Large System suites you will find a comfortable sofa, table and chairs, cable TV and VCR, continuous coffee, tea and condiments, and a filtered water machine. Located next to the lounge outside the Open Systems suites are multiple vending machines and a "customer kitchen". Vending machines offer sandwiches, snacks, juice drinks and soda. A kitchen area contains a microwave, sink, refrigerator, table and chairs.

**On-site Cafeteria** - Gaithersburg features an extensive cafeteria, serving a wide array of hot and cold meals and snacks, and many varieties of soups, salads, desserts and beverages at nominal prices. The cafeteria is open for breakfast and lunch, beginning at 7:20 A.M.

**ATM** - An ATM (Automatic Teller Machine) is located on the first floor in Building 183 and is accessible to IBM customers 24 hours a day.

Our clients may go to our website at [www.ibm.com/services/continuity](http://www.ibm.com/services/continuity) to download specific area information for each of IBM's recovery sites, regarding travel directions, transportation options, nearby airports, locations of hotels and restaurants, and site services.

## **5. PRE-TEST SPECIFICATIONS**

- 5.1 At least two weeks prior to the start of disaster recovery tests, the Vendor shall provide the Agency with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the Agency, remotely, in preparation for the test, and at the recovery center during the test. The Vendor shall also indicate who will be available to provide similar assistance to the Agency, at the recovery site, during hours outside of prime shift (8:00 a.m.- 5:00 p.m.) and shall provide similar contact information for those individuals.

### **Response:**

IBM has read and acknowledges the above.



- 5.2 MODEM TEST Approximately 12 hours prior to a scheduled disaster recovery test, the Vendor shall work with the Agency's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the Agency's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the Agency will remotely configure the T 1 interface of the router located at the recovery center.

**Response:**

IBM will accommodate a modem test.

- 5.3 T-1 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's router. During the entire testing period, the Vendor shall provide modem connectivity into the router located at the recovery center.

**Response:**

IBM has read and acknowledges the above.

- 5.4 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.

**Response:**

IBM can perform this service under a separate Statement of Work via our Recovery Program Execution offering. Budget & Planning pricing for this service is \$40 per month for one recovery exercise per year. This pricing is not included in our current proposal.

## 6. BID EVALUATION PAGE

- 6.1 The Vendor should complete the attached bid evaluation page and include it with the bid response.

**Response:**

IBM has read and acknowledges the above.

- 6.2 The Monthly Subscription Cost shall be based on the requirements identified in Sections 3 and 4 of this RFQ.

**Response:**

IBM has read and acknowledges the above.



- 6.3 The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For bid preparation purposes, the Vendor shall assume that the Agency will declare one disaster during the initial 12 months of the contract.

**Response:**

IBM does not charge a disaster declaration fee. IBM allows our clients to declare based on their business judgment and does not try to dissuade disaster declarations through fees and practices. If a client places a call to the toll free number IBM provides to declare an outage emergency, this does not initiate any charges.

- 6.4 Recovery Daily Usage Charge shall include all costs for the Agency to use the recovery center in the event of an Agency-declared disaster or Agency test. For bid preparation purposes, the Vendor shall assume that the Agency will need to use the recovery center for three (3) days, during the initial 12 months of the contract, to recover from an Agency-declared disaster.

**Response:**

As soon you call IBM to Declare, we start working on assigning a recovery site. This action could include moving other clients who are in a recovery exercise, configuring systems, assigning mobile systems, etc... If you placed the call prematurely and the outage emergency doesn't materialize between the time you call us and the time IBM confirms the recovery site, and, you cancel the Declaration before IBM confirms, there is no charge. An Initial Recovery Charge (as specified in a Supplement) is incurred when IBM confirms back to you that IBM has scheduled a recovery site for your use, in response to your declaration of an outage emergency, and you confirm your acceptance.

Once your recovery site is confirmed to you, IBM makes your contracted Configuration available to you for up to the number of days specified in a Supplement for the Initial Recovery Charge. Thereafter, for each day, or part thereof, that IBM provides you the Configuration, a Daily Recovery Charge applies for up to a maximum of six (6) total weeks.

- 6.5 The Vendor shall provide the cost, if any, of installing and housing the Agency-supplied router referred to in Section 4, item 8, above.

**Response:**

IBM has read and acknowledges the above.

- 6.6 Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense.

**Response:**

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 Business Continuity and Resiliency Services 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 hotsite services proposed, we are not expecting any travel.



## 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)

Ygnacio Dominguez III, IBM Sales & Distribution, Inside Sales

(Representative Name, Title)

972-906-3349

800-262-9806 Attn: Ygnacio Dominguez III

(Phone Number)

(Fax Number)

8/30/12

(Date)



## ADDENDUM ACKNOWLEDGEMENT FORM

**SOLICITATION NO.:**

**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

8/30/12

Date

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



## Appendix A – Equipment Configurations

### Mainframe

#### Equipment Configuration

Quantity Or Units	Type	Model	Product Description
-----			
2098/X03[1]			
1	2098	X03	IBM System z10 BC
24	2098	GB1	IBM 2098 Memory - 1st 2098
Provides 1 GB of processor memory on the first 2098.			
3	MAINFRAME	LPAR	LPAR Selection (No cost)
1	DS8100N	BASE	IBM TotalStorage DS8100
Includes: Dual two-way processor-complex, 64 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.			
3	DS8100N	DISK	IBM DS8100 Physical Capacity
Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on DS8100N BASE.			
Prerequisite: DS8100N BASE configuration.			
2	DS8100N	FCON	IBM DS8100 FICON Host Adapter
Includes: One four-port FICON Host Adapter on DS8100N BASE.			
Prerequisite: DS8100N BASE configuration.			
1	3584K	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	3584K	D22	IBM 3584-D22 Tape Storage
Includes 1 3584-D22 tape storage to 3584K BASE with 360 cartridge capacity.			
Prerequisite: 3584K BASE configuration			
6	3584K-FC	E05	IBM TS1120 Tape Drive
Adds one 3592-E05 Fibre Channel tape drive with encryption feature to 3584K BASE.			
Prerequisite: 3584K BASE configuration.			
For iSeries use select one 940X/5704 8XX or 940X 5704 5XX for each 3584K-FC E05			
2	3592-FCON	E05-	IBM TS1120 Tape Drive - E05
Includes: One 3592 E05 tape drive on a 3592 controller.			
Encryption feature.			
Maximum of two 3592-FCON E05-			
Perquisite: Library only solution with 3592 library drives.			
1	2074	002	Non-SNA 3270 Controller
Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports. Supports up to 64 non-SNA 3270 sessions (32 per ESCON port).			
Prerequisite: A "3270 PC" solution is required for local non-SNA support. Support for any other PC connection requires a "REMCONS PKG1" solution.			
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.			
4	2098OE3	1000	2098 OSA-Express3 1000BASE-T
Includes: Two 2098 OSA-Express3 1000BASE-T Ethernet ports.			



**Equipment Configuration**

Quantity Or Units	Type	Model	Product Description
1	20980E3	GBSX	Maximum of four 20980E3 1000 supported per 2098 processor. 2098 OSA-Express3 GbE SX Includes: Two 2098 OSA-Express3 Gigabit Ethernet SX ports. Maximum of four 20980E3 GBSX supported per 2098 processor.

**Equipment Configuration**

Quantity Or Units	Type	Model	Product Description
NULLCPU/NET[1]			
1	NULLCPU	NET	Empty CPU, Network
1	CEXT/SOWV	DS1	DS1 Circuit Extension to COE Includes: Extension of Dedicated DS1 for State of West Virginia to customer owned equipment (COE)
Note: Client will provide, or provide for:			
- Circuit termination equipment (Router, Mux Etc.)			
- Dedicated Circuit to IBM demarc			
1	LINE	000	Analog Dial Line
1	REMCONS	PKG1	Hotsite Remote Console Access Includes: Console infrastructure access Support for Serial and GUI Users Secure Access/Firewall Front End
1	CI36XX FC	NMT3	1-Port CC T3/E3 Network Mod Includes: - 1-Port Clear Channel T3/E3 Network Module
1	CI36XX FC	PRI2	NM-2CT1-CSU2Prt T1/PRI w/CSU Includes: - 2-Port Channelized T1/ISDN-PRI with CSU Network Module
1	CIRTR	3845	Cisco Integrated Svcs Router Includes: Cisco 3845 Integrated Services Router with: - 1 GB RAM - 256 MB Flash - (2) (10/100/1000) copper gigabit ethernet ports - (2) Integrated Advanced Integration Modules (AIM) slots - (4) High-speed WAN interface card (HWIC) slots - (4) Enhanced Network Module (NME) slots - (4) Packet Voice Data Module (PVDM) slots
1	COETEMP	CGE	Copper GigE Port for COE Includes: One port for customer owned equipment, available for recovery exercise or outage emergency only.
1	USRCOUR	V.90	USRobotics V90 Sync/Async S/A Note: US Courier V.90/V.EVERYTHING Modem Includes: - RS232/V.24 Cable (DB24 to RJ45 Connectors) - RS232 to V.35 Converter



## **Appendix B - IBM Attachment for Multivendor Information Technology Recovery Services**



## Attachment for Multivendor Information Technology Recovery Services

You accept the terms of this IBM Customer Agreement Attachment for Multivendor Information Technology Recovery Services ("Attachment"), which are in addition to those of the IBM Customer Agreement or any equivalent agreement in effect between you and IBM ("Agreement"), by signing this Attachment.

IBM provides Multivendor Information Technology Recovery Services ("Services") to assist you in preparing for and responding to an Outage Emergency at a Covered Address. As part of these Services, IBM provides equipment and software, support services, telecommunications services, and a facility, in combinations you select and as documented in a Supplement, to assist you in your performance of your critical business and information processing activities in the event of an Outage Emergency.

### 1. Definitions

**Configuration** – the equipment, software, workspace, and telecommunications services, so designated in a Supplement. What IBM provides may not be identical to the Configuration, however, it will be compatible with, and will offer capacity and functionality equivalent to or greater than that of the Configuration.

**Covered Address** – a location where information processing is performed by or for you, and is identified in a Supplement. This address may represent your facility in a single building, or a physical campus.

**Outage Emergency (also called "Disaster")** – any unplanned interruption of your critical business and information processing at a Covered Address, resulting from causes beyond your control, that significantly impairs your ability to operate your business.

**Recovery Site** – IBM provided facilities used for Recovery Exercises and your recovery. When applicable, IBM will designate in the Supplement a Primary Recovery Site which, if available, is the site we intend you to use.

### 2. IBM Responsibilities

#### Acceptance of Subscription and Supplement

IBM accepts your order for Services ("Subscription") by issuing a Supplement for the Configuration. Both parties must sign the initial Supplement for a Configuration for the Supplement to be effective.

If the Supplement for a Configuration includes equipment not currently available at the Primary Recovery Site, and IBM cannot provide compatible equipment of equivalent or greater capacity and functionality, IBM will initiate its acquisition process for such equipment immediately following signing of the Supplement. If such equipment is not yet installed when you declare an Outage Emergency, IBM will use commercially reasonable efforts to provide alternate equipment, or the Configuration at another facility.

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.

#### Recovery Exercise Time

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.

#### Recovery

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.

IBM will provide the Configuration for your use at the Recovery Site for a maximum of six (6) consecutive weeks after you Declare. You will have priority access to the Configuration over any customer, except one who has Declared before you.

#### **Technical and Operational Support for Recovery and Recovery Exercise**

IBM provides a single point of contact who will coordinate support activities prior to, during, and following an "Event" (an Exercise or your recovery). Prior to an Event, IBM will assist in planning and preparation as described in documentation IBM will provide. IBM will create connectivity descriptions and, where applicable, a document that defines how the equipment in your Configuration is mapped to the equipment IBM provides. Prior to the Event, IBM will set up and check out physical connectivity of the equipment to verify that what IBM provides is connected as set forth in the documentation. During an Event, personnel on-site and on-call will assist with problem determination related to the hardware and software IBM provides with the Configuration, and IBM will track issues and problems related to IBM's provision of services during the Event. Following an Event, IBM will participate in a review, at your request. For an Exercise as well as your recovery, a contact person IBM provides will be on-site or on-call twenty-four (24) hours per day from the time you Declare or begin your Exercise until the Event ends.

IBM will provide a work area, as specified in a Supplement, for your use.

#### **Product Removal**

IBM will give you six (6) months' written notice of its intent to no longer provide an item in your Configuration and also not provide a compatible substitute item that offers equal or greater capacity and functionality. In such circumstance, you may terminate the applicable Supplement, upon three (3) months' written notice, within one (1) year of such notification.

### **3. Your Responsibilities**

You agree to:

- a. notify IBM that you are declaring an Outage Emergency by calling the toll-free number IBM provides;
- b. be responsible for determining, on a continuing basis, whether the Configurations specified in the Supplements in effect between you and IBM are sufficient for you to meet your requirements for continuing your business and information processing activities in response to an Outage Emergency at each Covered Address;
- c. be responsible for providing during an Event any equipment, software, workspace, and/or telecommunications services you need that is not included in the Configurations specified in the Supplements in effect between you and IBM;
- d. supply all personnel and appropriately licensed software necessary for an Event, unless otherwise specified in a Supplement;
- e. maintain your system software and operating system(s) that you intend to use for an Event, at a release level for which the manufacturer then currently provides support. Your ability to make use of the Configuration IBM provides may be dependent on your fulfillment of this responsibility;
- f. furnish supplies, materials, and storage media necessary for your Event;
- g. follow procedures and instructions, including those for safety and security, IBM provides you for: (a) scheduling and preparation for Recovery Exercises, (b) an Event, and (c) use of the Recovery Site; and,
- h. remove your data and software from the Configuration following an Event.

### **4. Contract Period**

The Start Date and End Date of the Contract Period for a Subscription and the Supplement Effective Date are set forth in the Supplement.

#### **Renewal**

IBM will issue you a renewal Supplement or give you written notice of IBM's intention not to renew a Subscription at least three (3) months before its End Date. If you intend to renew a Subscription, you must notify IBM in writing at least one (1) month prior to the End Date.

### Termination

You have the right to terminate a Subscription before its End Date only if IBM has failed to cure, after you have given written notice and reasonable time for IBM to do so, a material breach of IBM's obligations with respect to such Subscription.

## **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.

### Price Changes

IBM will not increase the charges for the Configuration and terms specified in a Supplement during the first year of a Contract Period. Thereafter, on subsequent anniversaries of the Start Date of the Contract Period, IBM may increase such charges by up to five percent (5%).

## **6. Limitation of Liability**

If IBM is unable to provide you recovery services as described in the subsection "Recovery" above, and you elect not to accept such services when IBM can provide them, IBM will pay you an amount equal to the Total Monthly Charges you paid under the applicable Supplement for the preceding twelve (12) months. This is your exclusive remedy for failure to provide you such recovery services.

In any other circumstance in which, because of a default on IBM's part or other liability, you are entitled to claim damages from IBM, the terms of the Agreement apply.

## **7. Other Terms**

IBM will follow reasonable security practices and procedures to protect your physical assets while they are in Recovery Sites. Such protection includes providing security at the Recovery Site that allows access only to those persons authorized either by IBM or by you and IBM. This security will be in place twenty-four (24) hours a day, seven (7) days a week.

You authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information wherever they do business, in connection with IBM Products and Services or in furtherance of IBM's business relationship with you.

You agree to be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing application systems or programs that IBM will have access to during

the Services. It is your responsibility to assure that the systems and programs meet the requirements of those laws, regulations and statutes.

You agree to be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.

Prior to you making facilities, software, hardware, networks or other similar resources available to IBM, you agree to obtain any licenses or approvals for IBM or its subcontractors to use, access, and modify such resources to the extent necessary for IBM to perform the Services, including the development of any Materials. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affects IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages IBM may reasonably incur in connection with such claim.

**Notices**

All written notices required by this Attachment to be sent to you will be addressed to the customer signatory below, unless and until you inform IBM in writing of a different person and address to which such notices must be sent. All written notices to IBM must be sent to the IBM addressee identified in the applicable Supplement. Any such notices may be sent by electronic means and, as such, will be considered a signed writing. Both you and IBM agree to inform each other of any changes to addressee information within one (1) month of such change.

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 this 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.

Each of us agrees that the complete agreement between us about Multivendor Information Technology Recovery Services consists of 1) this Attachment and its associated Supplement(s) and other Transaction Documents, if any, and 2) the Agreement identified below.

**Agreed to:**

<Name1 I> <Name2 I>

**Agreed to:**

International Business Machines Corporation

**By:**

Authorized Signature

**By:**

Authorized Signature

**Name:** <First> <Last> <SF>

(Type or Print)

**Name:**

(Type or Print)

**Title:**

(Type or Print)

**Title:**

(Type or Print)

**Date:**

**Date:**

**Customer Number:** <Install C N>

**Agreement Number:** <Agreement>

**Enterprise Number:** <Enterprise I>

**Attachment Number:** <Attachment>

**Address:**

<Street I>

<City I>, <State I> <ZIP I>

**Address:**

Attn: BCRS Contract Operations

IBM Corporation

PO Box 700

Suffern, NY 10901-0700

**Telephone:** <Phone>

**e-mail:** <Email>

e-mail: [ibmbcrs@us.ibm.com](mailto:ibmbcrs@us.ibm.com)

## Additional Reference

### *Trademark and Contract Terms*

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IBM Corporation

### **Disclosure Statement**

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, as attached hereto. 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 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.

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# IBM Response to the West Virginia Office of Technology, RFQ Number ISCN0003 for Disaster Recovery Services: Cost Proposal

Presented to West Virginia Office of Technology  
By Ygnacio Dominguez  
IBM Sales & Distribution, Inside Sales  
IBM Business Continuity and Resiliency Services  
972-906-3349  
ydoming@us.ibm.com

August 30, 2012





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**ISCN 0003 Price Sheet**

*Please enter "0", "zero" or "no charge" for any no-cost line items. Blank field will be interpreted as items not bid.*

Item/Service	Unit Price	Unit of Measure	Est. Quantity	Extended Price
Monthly Description Cost	\$5,725	Per Month	12	\$68,700
Comprehensive Disaster Declaration Fee.	NA	Each	1	
Recovery Daily Usage Charge	\$2,863	Per Day	1	\$14,313
Initial Recovery Charge (includes 2 days)	\$11,450		2	
Cost of Installing and Housing Agency Supplies Router	Housing included in monthly subscription cost above. IBM can provide this installation on behalf of the State of West Virginia for actual and reasonable charges.	Each	1	
<b>Total</b>				\$83,013

Vendor Name International Business Machines Corporation  
 Vendor Address 1177 S Belt Line Road Coppell, TX 75019  
 Vendor Contact Ygnacio Dominguez  
 Vendor Phone Number 972-906-3349



## Additional Reference

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IBM Corporation

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Other company, product or service names may be trademarks or service marks of others.



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 exceed 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: International Business Machines Corporation

Authorized Signature: *Juan Diego*

Date: 08/30/12

State of Texas

County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 29th day of August 2012

My Commission expires 1-26-15, 20

AFFIX SEAL HERE

NOTARY PUBLIC Michele Harvey

