

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



334

**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
Sept. 21, 2010

**SUBJECT: RATIFY A BUSINESS RECOVERY SERVICES AGREEMENT WITH IBM CORPORATION**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and execute four supplemental agreements for a period of five years with IBM Corporation for Business Recovery Services in the aggregate amount of \$50,436 annually, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments, and exercise renewal options provided the cost adjustments do not exceed the CPI rates, and;
3. Direct the Clerk of the Board to retain one original copy, and to return two copies to the Purchasing Office.

**BACKGROUND:**

Business Recovery Services are required in order to maintain an off-site facility that serves as a recovery site in the event a critical computer system residing in the County Administration Center (CAC) Data Center is not accessible or functional.

(Continued on Page 2)

*Greg R. Stoddard*  
\_\_\_\_\_  
Greg R. Stoddard  
Chief Technology Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost: \$50,436	In Current Year Budget:	Yes
	Current F.Y. Net County Cost: \$0.00	Budget Adjustment:	No
	Annual Net County Cost: \$0.00	For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b> RCIT Departmental Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** **APPROVE**

**County Executive Office Signature** BY: *Serena Chow*  
Serena Chow

FORM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS* DATE: 9/23/10  
 Purchasing: *Mark Seiler, Assistant Director*  
 Consent  
 Policy  
 Per Exec. Ofc.:  
 Policy  
 Dept't Recomm.:  
 Per Exec. Ofc.:

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: October 5, 2010  
 xc: RCIT, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: 3.20 9/4/2007 | District: ALL | Agenda Number:

**2.16**

**BACKGROUND (Continued)**

The four supplemental agreements support: the Property Application; disk and tape storage services for both the Property Application and distributed systems such as E-mail; connectivity services to allow access between Riverside County and the recovery site; and a base configuration of server platforms that RCIT can use to recover various systems such as E-mail. In the event of a system failure, IBM Corporation will provide a recovery site with similar hardware components to that of the CAC Data Center. RCIT can then restore a County system to the hardware components located at the recovery site and continue to do business.

**PRICE REASONABLENESS:**

Purchasing released a Request for Proposal, mailing solicitations to seven companies and advertising on the County's Internet; with three bid responses received.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and the Information Technology Department. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness, bidder's experience and ability, overall cost to the County, technical capability, project methodology, and clarification/exceptions or deviations. IBM Corporation was selected as the lowest most responsive/responsible vendor, submitting an annual cost that shall not exceed \$50,436. The other bidder's annual proposed fees ranged from \$174,000 to \$868,403.

The evaluation committee recommends that the award be given to IBM Corporation, as the lowest responsive/ responsible vendor in the annual amount of \$50,436.

**REVIEW/APPROVAL:** Purchasing and County Counsel concurs with this request.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS

FOR

COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A

RIVERSIDE, CA 92507-0768

SUBMITTED BY:

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

Supplement Number: CFT8PJD  
Sequence Number/Version: BV50701-1  
Date Generated: 05/20/10  
This offer is good until 06/01/10.

UCL 10

OCT 05 2010

2010-11-104113  
2116

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**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:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

**REFERENCE NUMBERS**

Agreement: HW63615  
Customer: 7648304  
Enterprise: 7652000

**CONTRACT PERIOD**

Start Date: 06/01/10  
End Date: 05/31/15

**SUPPLEMENT**

Number: CFT8PJD  
Effective Date: 06/01/10  
Revision (yes/no): No  
Renewal (yes/no): No

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

Primary Recovery Site  
Boulder, CO

Covered Address:  
4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

**MONTHLY CHARGES**

Total Monthly Charge: \$ 949  
Minimum Total Monthly Charge: \$ 759

**RECOVERY CHARGES**

Initial Recovery Charge: \$ 2,067  
Day(s) Included in Initial Recovery Charge: 2  
Daily Recovery Charge per day thereafter: \$ 711

**RECOVERY EXERCISE**

Initial Contract Period Year 1 - Total Hours: 24  
Number of Exercises: 1  
Each subsequent twelve-month period - Total Hours: 24  
Number of Exercises: 1  
Additional Recovery Exercise time, per 4-hr block: \$ 479  
Additional Recovery Exercises, per exercise: \$ 1,969

**TELECOMMUNICATIONS**

One-Time Charge: N/A  
Usage charges are billed separately.

**GENERAL**

Work area space allocated at time of Event.

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 9/23/10

Agreed to: COUNTY OF RIVERSIDE  
By: Marion Ashley  
Name (print): MARION ASHLEY  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

Agreed to: International Business Machines Corporation  
By: Manoche A. Garchel  
Name (print): Manoche A. Garchel  
Title: National Sales Mgr Date: 10/29/10

KEVIN HARPER-HEIK, Clerk  
By: Kevin Harper-Heik  
DEPUTY

OCT 05 2010 2:16

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE

Configuration

Number: 7648304

Processor: 2066 0A1

Address: 4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

Recovery Site: Boulder, CO

System Storage: 8192MB

Supplement Number: CFT8PJJD

DASD Gigabytes: 1050GB

Quantity or Units	Machine or Product	Model	Product Description
----------------------	-----------------------	-------	------------------------

=====

IBM Equipment:

- |   |           |      |  |
|---|-----------|------|--|
| 1 | 2066      | 0A1  | IBM eserver zSeries 800  |
| 8 | 2066      | GB1  | IBM 2066 Storage - 1st 2066<br>Provides a GB of processor memory available on the first 2066.  |
| 2 | MAINFRAME | VM   | VM Guest Selection (No cost)   |
| 1 | 2105F20S  | BASE | IBM ESS Model F20<br>Includes: 8 GB Cache, 2 8-packs of 18.2Gb drives,<br>210GB of RAID 5 protected storage plus sparing.  |
| 8 | 2105F20S  | DISK | 105GB Storage Increment<br>Includes: 1 8-pack of 18.2GB drives,<br>105GB of RAID 5 protected storage plus sparing.   |
| 2 | 2105F20S  | FCON | 1 Port FICON Channel Adapter<br>Includes: 1 port of FICON Channel Host Connectivity.   |
| 1 | 2105F20S  | PAV  | Parallel Access Volume Supprt  |
| 1 | 6262      | 022  | Printer - 2200LPM  |
| 1 | 2074      | 001  | Non-SNA 3270 Controller<br>Includes: 2 ESCON ports, 2 Ethernet ports, 2 Token Ring ports.<br>Supports up to 32 non-SNA 3270 sessions (16 per ESCON port).<br>Prerequisite: A "3270 PC" solution is required for local non-SNA<br>support. Support for any other PC connection<br>requires a "REMCONS PKG1" solution. |
| 8 | 3270      | PC   | PC with 3270 emulation<br>Personal Computer configuration including a Fast Ethernet port,<br>Windows, and TN3270E 3270 terminal emulation software.<br>Prerequisite: 2074 Ethernet port with IBM assigned TCP/IP address.  |
| 1 | 2066OSAE  | FETH | 2066 OSA-Express Fast Enet<br>Each 2066 OSA-Express Fast Ethernet has two independent ports.<br>Maximum of two 2066OSAE FETH cards supported per 2066 processor.   |

Network Lines: NONE

Non-IBM Equipment:

- |   |          |   |   |
|---|----------|---|---|
| 8 | 9840-ESC | A | STK 9840A ESCON Tape Drive<br>Includes: 1 ESCON attached STK 9840A tape drive |
|---|----------|---|---|

Note: Sun STK has announced end of life for support  
this tape technology as of 06/30/09

**Amendment to IBM Customer Agreement  
Attachment for Multivendor Information Technology Recovery Services**

Name and Address of Customer:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

Referenced Agreement No.: HW63615  
Supplement No.: CFT8PJD  
Customer No.: 7648304  
Enterprise No.: 7652000

IBM Address:

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

Additional Supplement Numbers:

COUNTY OF RIVERSIDE (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 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:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

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

Supplement(s) for Multivendor Information Technology Recovery Services remain in full force and effect.

- Each party acknowledges that it has read this Amendment and any applicable 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 its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Multivendor Information Technology Recovery Services. 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:  
COUNTY OF RIVERSIDE

Agreed to:  
International Business Machines  
Corporation

By \_\_\_\_\_  
Authorized Signature

By   
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)      Date

Marcheta A. Gardner 10/29/10  
Name (Type or Print)      Date

FORM APPROVED COUNTY COUNSEL

BY:  9/23/10  
NEAL R. KIPNIS      DATE



WHEN DOCUMENT IS FULLY EXECUTED R . . .

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS

FOR

COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A

RIVERSIDE, CA 92507-0768

SUBMITTED BY:

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

Supplement Number: CFT8PKD  
Sequence Number/Version: BV50702-1  
Date Generated: 05/20/10  
This offer is good until 06/01/10.

OCT 05 2010 2.16

2010-11-104109

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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:

COUNTY OF RIVERSIDE  
6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

REFERENCE NUMBERS

Agreement: HW63615  
Customer: 7648304  
Enterprise: 7652000

CONTRACT PERIOD

Start Date: 06/01/10  
End Date: 05/31/15

IBM Address for Notices:

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

SUPPLEMENT

Number: CFT8PKD  
Effective Date: 06/01/10  
Revision (yes/no): No  
Renewal (yes/no): No

Covered Address:

4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

Primary Recovery Site  
Boulder, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 568  
Minimum Total Monthly Charge: \$ 454

RECOVERY CHARGES

Initial Recovery Charge: \$ 1,491  
Day(s) Included in Initial Recovery Charge: 2  
Daily Recovery Charge per day thereafter: \$ 284

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 24  
Number of Exercises: 1  
Each subsequent twelve-month period - Total Hours: 24  
Number of Exercises: 1  
Additional Recovery Exercise time, per 4-hr block: \$ 753  
Additional Recovery Exercises, per exercise: \$ 1,477

TELECOMMUNICATIONS

One-Time Charge: N/A  
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE: 10/23/10  
NEAL R. KIPNIS

Agreed to: COUNTY OF RIVERSIDE

By: Marion Ashley

Name (print): MARION ASHLEY

Title: CHAIRMAN, BOARD OF SUPERVISORS

Agreed to: International Business Machines Corporation

By: Martha Gale Mayer

Name (print): Martha Gale Mayer

Title: National Sales Mgr Date: 10/29/10

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE

Configuration

Number: 7648304

Processor: NULLCPU NET

Address: 4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

Recovery Site: Boulder, CO

Supplement Number: CFT8PKD

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

1 REMCONS PKG1 Hotsite Remote Console Access  
Includes: Console infrastructure access  
Support for Serial and GUI Users  
Secure Access/Firewall Front End

Network Lines:

1 INT/MM VPN Site to Site IP VPN Tunnel  
Includes:  
- VPN Concentrator with appropriate microcode at IBM recovery center  
- Private LAN addressing provided by customer or private 10.net addresses will be used.  
- IBM design of IP tunneling and encryption (if desired) function between customer premise VPN Device and VPN Device at IBM recovery center.  
- IBM implementation of appropriate VPN Concentrator configuration at IBM recovery center with up to 5 remote peers  
(VPN Tunnels)  
- Written instructions for appropriate customer premise IP router configuration for customer implementation.  
- Customer is responsible for supplying and configuring VPN device at remote end.  
- IBM written instructions are based on information customer agrees to provide within two weeks of IBM request. It is customer's responsibility to verify the accuracy of such information.  
- Customer agrees to comply with prerequisites and implement instructions provided.

Note:

- This Internet solution uses shared resources available to customers at all BCRS locations in the U.S.

1 ISDN/BLDR 128K ISDN 128K Service  
Includes: Adtran 2x64 Terminal Adapter  
- Customer MUST Verify Compatability With Their Carrier

1 LINE 000 Analog Dial Line

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.

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE Configuration

Number: 7648304 Processor: NULLCPU NET  
Address: 4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

Recovery Site: Boulder, CO

Supplement Number: CFT8PKD

Quantity or Units	Machine or Product	Model	Product Description
=====			

- 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.

Non-IBM Equipment:

1 UDSV.3400 RM UDS 28.8/V.34 Modem R/M  
Includes: RS232/V.24 Cable (DB24 to RJ45 Connectors)  
RS232 to V.35 Converter

*Amendment to IBM Customer Agreement  
Attachment for Multivendor Information Technology Recovery Services*

Name and Address of Customer:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

Referenced Agreement No.: HW63615  
Supplement No.: CFT8PKD  
Customer No.: 7648304  
Enterprise No.: 7652000

IBM Address:

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

Additional Supplement Numbers:

COUNTY OF RIVERSIDE (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 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:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

2. At the end of Section 7, "Other Terms," insert the following new subsection:

*Internet Access*

To allow you to establish a connection to the Internet during an Event, IBM provides access (called "Internet Access Services") from a Recovery Site to an Internet connection location of an Internet Service Provider (called "ISP"). The Internet Protocol (called "IP") address(es) required for Internet Access Services may be supplied by you or by IBM.

IBM Responsibilities for Internet Access

In providing Internet Access Services, IBM will furnish and/or provide:

- 1) local access and network interface equipment for connection from the Recovery Site to the ISP's connection location;
- 2) an edge IP router at the Recovery Site with one wide area network interface and one ethernet interface;
- 3) configuration of the edge IP router at the Recovery Site to announce IP address(es), supplied by you or by IBM, to the ISP's Internet network from the Recovery Site; and
- 4) coordination with the ISPs used by IBM to provide Internet access to the Recovery Site to enable your Internet traffic to be directed to the Recovery Site.

Additionally, when the IP address(es) are supplied by you, IBM will furnish and/or provide:

- 1) announcement of your IP addresses to the ISP(s) and Internet following your declaration of an Outage Emergency, and upon your request, during a Recovery Exercise; and
- 2) upon completion of an Event, termination of such announcement of your IP address(es) to the ISP's Internet network from the Recovery Site.

Your Responsibilities for Internet Access

You understand and agree that these Internet Access Services may not be available to you until you have provided a list of your IP addresses to IBM.

For IP address(es) you supply, you agree:

- 1) that the provisions of this subsection act as written authorization to the ISP(s) that allows IBM to act, upon your request, as your agent with such ISP during the Contract Period for announcement of your IP address(es) to the Internet;
- 2) to make arrangements with the ISP(s) to allow your IP address(es) to be announced to the Internet network from both your Covered Address and the Recovery Site during the Contract Period;
- 3) to terminate the announcement of your selected IP address(es) from the Covered Address to each ISP Internet network following your declaration of an Outage Emergency or, at your discretion, during a Recovery Exercise; and
- 4) that performance of Internet traffic redirection is subject to the ISP's scheduled periods of maintenance.

Further, whether IP address(es) are supplied by you or by IBM, you understand and agree:

- 1) to provide IBM, in a timely manner, with the configuration information IBM requires to provide Internet Access Services to you;
- 2) to provide to IBM technical assistance regarding IBM's provision of Internet Access Services to you, upon IBM's reasonable request;
- 3) to provide a focal point who is knowledgeable about your network recovery requirements, and who will be IBM's primary point of contact when IBM provides Internet Access Services to you;
- 4) to be responsible for communicating to IBM, in a timely manner, any changes in your Internet environment that may require a modification to the Configuration;
- 5) 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;
- 6) 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;
  - 7) 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
  - 8) 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 8, 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 including its attached Addendum, Supplements, and Statement of Work and the 1) IBM Customer Agreement, 2) its Attachment for Multivendor Information Technology Recovery Services, or 3) its Supplement(s) for Multivendor Information Technology Recovery Services, those of this Amendment and its attached Addendum, Supplements, and Statement of Work prevail. Except as modified by this Amendment and such attached documents, the terms and conditions of such Agreement, Attachment, and Supplement(s) for Multivendor Information Technology Recovery Services remain in full force and effect.





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CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

IBM BUSINESS CONTINUITY & RECOVERY SERVICES

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS

FOR

COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A

RIVERSIDE, CA 92507-0768

SUBMITTED BY:

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

Supplement Number: CFT8PND  
Sequence Number/Version: BV51101-1  
Date Generated: 05/20/10  
This offer is good until 06/01/10.

OCT 05 2010 2.110  
2010-11-104114

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2010 NOV 16 PM 4:21

**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:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

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

Covered Address:  
4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

**REFERENCE NUMBERS**

Agreement: HW63615  
Customer: 7648304  
Enterprise: 7652000

**CONTRACT PERIOD**

Start Date: 06/01/10  
End Date: 05/31/15

**SUPPLEMENT**

Number: CFT8PND  
Effective Date: 06/01/10  
Revision (yes/no): No  
Renewal (yes/no): No

Primary Recovery Site  
Boulder, CO

**MONTHLY CHARGES**

Total Monthly Charge: \$ 1,511  
Minimum Total Monthly Charge: \$ 1,209

**RECOVERY CHARGES**

Initial Recovery Charge: \$ 2,722  
Day(s) Included in Initial Recovery Charge: 2  
Daily Recovery Charge per day thereafter: \$ 1,111

**RECOVERY EXERCISE**

Initial Contract Period Year 1 - Total Hours: 24  
Number of Exercises: 1  
Each subsequent twelve-month period - Total Hours: 24  
Number of Exercises: 1  
Additional Recovery Exercise time, per 4-hr block: \$ 460  
Additional Recovery Exercises, per exercise: \$ 500

**TELECOMMUNICATIONS**

One-Time Charge: N/A  
Usage charges are billed separately.

**GENERAL**

Work area space allocated at time of Event.

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 9/23/10

Agreed to: COUNTY OF RIVERSIDE  
By: Marion Ashley  
Name (print): MARION ASHLEY  
Title: CHAIRMAN, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

Agreed to: International Business Machines Corporation  
By: Mardeta A. Gardner  
Name (print): Mardeta A. Gardner  
Title: National Sales Mgr Date: 10/29/10

ATTEST:  
KEVIN HARPER-JHEM, Clerk  
By: Kevin Harper-JHEM  
DEPUTY

OCT 05 2010 2.16

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE

Configuration

Number: 7648304

Processor: NULLCPU STOR

Address: 4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

Recovery Site: Boulder, CO

Supplement Number: CFT8PND

DASD Gigabytes: 32850.000GB

Quantity or Units	Machine or Product	Model	Product Description
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=====

IBM Equipment:

- 1 DS4800C BASE IBM DS4800 FC Disk Subsystem  
Includes: 8 4GB FC connections, Flash/Volume Copy activation and 16 146GB drives.  
2336 GBs physical (unprotected/unformatted) storage
- 65 DS4800C DISK 146GB storage increment  
Includes: 1 146GB drive,  
146 GBs physical (unprotected/unformatted) storage
- Note: DS4800C BASE is a prerequisite.
- 1 2107921E BASE IBM TotalStorage DS8100  
Includes: Dual two-way processor-complex, 32 GB processor memory, and one 16-pack of 146 GB disk drives providing 2336 GB physical unprotected capacity.
- 8 2107921E DISK IBM DS8100 Physical Capacity  
Includes: One 16-pack of 146 GB disk drives providing 2336 GB additional physical unprotected capacity on 2107921E BASE.  
Prerequisite: 2107921E BASE configuration.
- 2 2107921E FCS 4 Port Fibre Channel Adapter  
Includes: 4 ports of Fibre Channel Host Connectivity.
- 1 3584L BASE IBM 3584 Tape Library  
Includes 3584-L52 with 32 cartridge I/O station,  
219 cartridge capacity, and Ethernet support.
- 1 3584L D52 IBM 3584-D52 Tape Storage  
Includes 1 3584-D52 tape storage to 3584L BASE  
with 396 cartridge capacity.  
Prerequisite: 3584L BASE configuration.
- 8 3584L-FC LTO3 IBM Generation 3 LTO Tape Drv  
Includes 1 fibre channel attached IBM LTO Gen 3 tape drive.  
Prerequisite: 3584L BASE configuration.  
For iSeries use select one 940X/5704 8XX for each 3584L-FC LTO3

Network Lines: NONE

Non-IBM Equipment:

- 20 FCSBLDA PORT FC Switch Port  
Includes: 1 Fibre Channel switch port for SAN/FC connectivity

Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.

**Amendment to IBM Customer Agreement  
Attachment for Multivendor Information Technology Recovery Services**

Name and Address of Customer:  
COUNTY OF RIVERSIDE

Referenced Agreement No.: HW63615  
Supplement No.: CFT8PND  
Customer No.: 7648304  
Enterprise No.: 7652000

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

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

Additional Supplement Numbers:

COUNTY OF RIVERSIDE (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 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:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

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



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92505-1147  
Thank you

**IBM BUSINESS CONTINUITY & RECOVERY SERVICES**

**MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**COUNTY OF RIVERSIDE**

**6147 RIVER CREST DR STE A**

**RIVERSIDE, CA 92507-0768**

**SUBMITTED BY:**

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

Supplement Number: CFT8PPD  
Sequence Number/Version: BV50801-1  
Date Generated: 05/20/10  
This offer is good until 06/01/10.

OCT 05 2010

2.16 2010-11-104115



RECEIVED RIVERSIDE COUNTY  
CLERK BOARD OF SUPERVISORS  
2010 NOV 16 PM 4:22

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:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

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

Covered Address:  
4080 LEMON ST 10TH FL  
RIVERSIDE, CA 92501-3609

REFERENCE NUMBERS

Agreement: HW63615  
Customer: 7648304  
Enterprise: 7652000

CONTRACT PERIOD

Start Date: 06/01/10  
End Date: 05/31/15

SUPPLEMENT

Number: CFT8PPD  
Effective Date: 06/01/10  
Revision (yes/no): No  
Renewal (yes/no): No

Primary Recovery Site  
Boulder C/S, CO

MONTHLY CHARGES

Total Monthly Charge: \$ 1,175  
Minimum Total Monthly Charge: \$ 940

RECOVERY CHARGES

Initial Recovery Charge: \$ 3,038  
Day(s) Included in Initial Recovery Charge: 2  
Daily Recovery Charge per day thereafter: \$ 726

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours: 24  
Number of Exercises: 1  
Each subsequent twelve-month period - Total Hours: 24  
Number of Exercises: 1  
Additional Recovery Exercise time, per 4-hr block: \$ 352  
Additional Recovery Exercises, per exercise: \$ 1,586

TELECOMMUNICATIONS

One-Time Charge: N/A  
Usage charges are billed separately.

GENERAL

Work area space allocated at time of Event.

FORM APPROVED COUNTY COUNSEL  
BY NEAL R. KIPNIS DATE 10/23/10

Agreed to: COUNTY OF RIVERSIDE  
By: Marion Ashley  
Name (print): MARION ASHLEY  
Title: CHAIRMAN, BOARD OF SUPERVISORS

Agreed to: International Business Machines Corporation  
By: Marcheta Cordner  
Name (print): Marcheta Cordner  
Title: National Sales Rep Date: 10/29/10

(30320121)

ATTEST:

IBM File Sequence No. BV50801-1

(05/20/10)

Page 1

KECIA HARRER-JEM, Clerk  
By: Kecia Harper-Jem  
DEPUTY

OCT 05 2010 2.10

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE

Configuration

Number: 7648304  
 Address: 4080 LEMON ST 10TH FL  
 RIVERSIDE, CA 92501-3609

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFT8PPD

Quantity or Units	Machine or Product	Model	Product Description
=====			

IBM Equipment:

3 HPDL580C BASE HP Server DL580C -3.4Ghz DC  
 Item: HP Proliant DL580 G4

Includes: 4 Way SMP Architecture  
 1 Intel 3.4Ghz Xeon MP Processors - Dual Core  
 4GB Memory  
 1 146 GB SCSI Hard Drive  
 DVD-ROM Drive  
 Dual onboard 10/100/1000 Ethernet Adapter  
 1 HP P400 SAS Array Controller  
 \*\*USB support

Note: The item listed above cannot be selected for temporary transfer.

3 HPDL580C MEM1 Add'l HPDL580C 4GB Memory  
 3 HPDL580C PRC1 Add'l HPDL580C 3.4Ghz Prc DC  
 10 IBMX3850B BASE IBM Server x3850B M22.93Gh QC  
 Item: IBM x3850 Server - Quad Core

Includes: PCI-Express Architecture (5 Slots)  
 1 Intel 2.93Ghz M2 Xeon Quad Core Processor  
 4 GB Memory  
 1 146 GB SAS Hard Drive  
 DVD Drive  
 1 Dual Integrated 10/100/1000MB Ethernet Adapter  
 1 IBM SAS Array Controller  
 \*\*USB support

Note: The item listed above cannot be selected for temporary transfer.

70 IBMX3850B MEM1 Add'l IBMx3850B 4 GB Memory  
 10 IBMX3850B PRC1 Add'l IBMx3850B-2.93Ghz Proc

Additional Intel 2.93Ghz Xeon MP processor - Quad Core

One processor is already included as part of the base server configuration.

NOTE: Up to three additional processors can be selected per server.

20 PCOPT FC 14G2 IBM Server 146G Hard Drive  
 15 PCOPT FC 146G CPQ/HP Server 146G Hard Drive

Compaq/HP 146GB Hard Drive

EQUIPMENT CONFIGURATION

Customer Name: COUNTY OF RIVERSIDE

Configuration

Number: 7648304  
 Address: 4080 LEMON ST 10TH FL  
 RIVERSIDE, CA 92501-3609

Processor: CLIENTSRV CPU

Recovery Site: Boulder C/S, CO

Supplement Number: CFT8PPD

Quantity or Units	Machine or Product	Model	Product Description
=====			

For use with the Compaq/HP Proliant Servers ONLY

13 PRELOAD SR1 OS Preload For Intel Server  
 Includes: The pre-loading of a supported server operating system for Intel based servers.

Supported operating systems are:

Microsoft Windows 2000 Server  
 Microsoft Windows 2000 Advanced Server  
 Microsoft Windows 2003 Standard Edition-32 R2  
 Microsoft Windows 2003 Enterprise Edition-32 R2  
 Microsoft Windows 2003 Standard Edition-64 bit R2  
 Microsoft Windows 2003 Enterprise Edition-64 bit R2  
 Windows Server 2008 Standard 32 Bit (Full Installation)  
 Windows Server 2008 Enterprise 32 Bit(Full Installation)  
 Windows Server 2008 Standard 64 Bit (Full Installation)  
 Windows Server 2008 Enterprise 64 Bit(Full Installation)

VMWare ESX 2.5.x  
 VMWare ESX 3.0.x  
 VMWare ESX 3.5.x  
 VMWare vSphere 4 Enterprise Plus

Please refer to the associated attachment regarding the preload of a server operating system.

Network Lines: NONE

Non-IBM Equipment:

28 FCSBLDA PORT FC Switch Port  
 Includes: 1 Fibre Channel switch port for SAN/FC connectivity

Note: - All devices i.e. hosts, storage that are required in a SAN must have 1 Fibre channel port.

20 PCOPT FC ETH4 Quad Port PCI-Xpress ETH Adp  
 Intel Pro 1000 PT  
 Quad Port 10/100/1000 PCI Ethernet Adapter

14 PCOPT FC FC10 Emulex LP11002 PCI-Xpress FC  
 Emulex LP1102 - Dual Port fiber adapter

**Amendment to IBM Customer Agreement  
Attachment for Multivendor Information Technology Recovery Services**

Name and Address of Customer:  
COUNTY OF RIVERSIDE

6147 RIVER CREST DR STE A  
RIVERSIDE, CA 92507-0768

Referenced Agreement No.: HW63615  
Supplement No.: CFT8PPD  
Customer No.: 7648304  
Enterprise No.: 7652000

IBM Address:

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

Additional Supplement Numbers:

COUNTY OF RIVERSIDE (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 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:

- 1) allow you to terminate such Subscription(s) before the start of any fiscal year because funds have not been appropriated by the applicable legislative body; and
- 2) defer any applicable increases in rates and charges until the first invoice cycle of your next twelve-month fiscal year.

2. At the end of Section 7 "Other Terms", insert the following one new subsection:

***Preload Services - Intel server operating system preload***

Under Preload Services - Intel server operating system preload (called "Intel Server OS Preload Services"), in conjunction with an Event, IBM will load an operating system onto Intel servers at a Recovery Site.

IBM Responsibilities - Intel Server OS Preload Services

Intel Server OS Preload Services will be limited to the activities described in this Subsection, and will be provided on the quantity of Intel Server(s) identified in a Supplement as being subscribed to Intel Server OS Preloads.

As necessary throughout the Contract Period, IBM will:

- 1) provide you with Workplace Recovery Services Preload worksheets;
- 2) review the completed Workplace Recovery Services Preload worksheets configuration parameters; and
- 3) notify you of any Intel Server upgrade or refresh performed at the Primary Recovery Site, so you can make any required modifications to your configuration parameters of the operating system to allow you to make better use of a Recovery Site during an Event.

During an Event, IBM will:

- 1) preload the base operating system onto Intel Server(s) at the Recovery Site;
- 2) install hardware drivers onto the Intel Server(s);
- 3) install applicable operating systems service pack(s); and
- 4) turn control of such Intel Server(s) over to you.

Your Responsibilities - Intel Server OS Preload Services

You agree to:

- 1) within 20 business days of subscribing to Intel Server OS Preload Services, provide IBM with:
  - a) the completed Workplace Recovery Services Preload worksheets via the IBM BCRS website (Customer Connect); and
  - b) information, on which IBM may rely, relating to IBM's performance of Intel Server OS Preload Services;
- 2) as necessary throughout the Contract Period:
  - a) maintain the Workplace Recovery Services Preload worksheets to incorporate any modifications or updates necessary to reflect your current system configuration parameters;
  - b) provide IBM with requested changes to the Workplace Recovery Services Preload worksheets two (2) weeks prior to a scheduled Event or as soon as feasible following your declaration of an Outage Emergency;
  - c) upon receipt from IBM of notification of upgrades and/or refreshes to the Intel Server(s) at a Recovery Site, provide operating system configuration parameters to IBM that reflect such upgrades and/or refreshes;
- 3) during an Event, assume control of the Intel Server(s) at the Recovery Site after IBM completes loading the specified operating system(s) onto them.

Charges for Intel Server OS Preload Services:

You agree to pay the Monthly Charge for Intel Server OS Preload Services. Such charge is included in the Total Monthly Charge specified in the Supplement for Multivendor Information Technology Recovery Services.

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

Each party acknowledges that it has read this Amendment and any applicable 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 its applicable Addendum(a), Supplement(s), and Statement(s) of Work, and 2) the IBM Customer Agreement and its applicable Attachment and Supplement(s) for Multivendor Information Technology Recovery Services. 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:  
COUNTY OF RIVERSIDE

Agreed to:  
International Business Machines  
Corporation

By \_\_\_\_\_  
Authorized Signature

By Marcheta A. Ghera  
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)                      Date

Marcheta A. Ghera                      10/29/10  
Name (Type or Print)                      Date

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis                      11/23/10  
NEAL R. KIPNIS                      DATE