City of Grand Island

Tuesday, February 14, 2012
Council Session

Item G7

#2012-29 - Approving Business Continuity and Recovery Services Agreement with IBM

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Interim Finance Director

Meeting: February 14, 2012

Subject: Approving Business Continuity and Recovery Services
                   Agreement with IBM

Item #'s: G-7

Presenter(s): Jaye Monter, Interim Finance Director

Background

The City's IBM AS400 iSeries computer syste m is the system which resides the Utility Department's customer base and billing software. To protect the City in the event of a disaster, the City has maintained a disaster recovery contract with IBM. If such event were to occur, IBM will provide a workable computer system for the City to continue routine Utility customer billing.

Discussion

The current 3 year contract with IBM approved with resolution 2009-32 expires February 29, 2012. The new 3 year contract will be billed at the same rate as the 2009 contract; $282 monthly for 36 months totalling $10,152.00 over the full term. Sufficient funds have been budgeted for this contract within the Information Technology operating budget.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1.   Approve the 3 year contract with IBM.
2.   Disapprove or deny the contract.
3.   Take no action on the contract.

Recommendation

City Administration recommends that the Council approve the 3 year contract with IBM Corporation for a total of $10,152.00.

Sample Motion

Move to approve.

MULTIVENDOR INFORMATION TECHNOLOGY RECOVERY SERVICES
CONTRACT DOCUMENTS

FOR

CITY OF GRAND ISLAND

208 North Pine Street

GRAND ISLAND, NE 68802

SUBMITTED BY:

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

Supplement Number: P09208
Sequence Number/Version: 5C09208-27
Date Generated: 02/01/12
This offer is good until 03/01/12.

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:
CITY OF GRAND ISLAND

208 North Pine Street
GRAND ISLAND, NE 68802

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

Covered Address:
208 North Pine Street
GRAND ISLAND, NE 68802

REFERENCE NUMBERS
Agreement:	HQ12291
Customer:	3871230
Enterprise:	3871230

CONTRACT PERIOD
Start Date:	03/01/12
End Date:	02/28/15

SUPPLEMENT
Number:	P09208
Effective Date:	03/01/12
Revision (yes/no):	No
Renewal (yes/no):	Yes

Primary Recovery Site
Chicago, IL

MONTHLY CHARGES

Total Monthly Charge:	$ 282
Minimum Total Monthly Charge:	$ 282

RECOVERY CHARGES

Initial Recovery Charge:	$ 564
Day(s) Included in Initial Recovery Charge:	2
Daily Recovery Charge per day thereafter:	$ 338

RECOVERY EXERCISE

Initial Contract Period Year 1 - Total Hours:	0
Number of Exercises:	0
Each subsequent twelve-month period - Total Hours:	0
Number of Exercises:	0
Additional Recovery Exercise time, per 4-hr block:	$ 600
Additional Recovery Exercises, per exercise:	$ 500

TELECOMMUNICATIONS

One-Time Charge:	N/A

Usage charges are billed separately.

GENERAL

Temporary Transfer of Configuration for Recovery:	Y

Work area space allocated at time of Event.

Agreed to: CITY OF GRAND ISLAND

By: _____

Name (print): _____

Title: _____ Date: _____

**Agreed to: International Business
Machines Corporation**

By: _____

Name (print): _____

Title: _____ Date: _____

EQUIPMENT CONFIGURATION

Customer Name: CITY OF GRAND ISLAND   Configuration

       Number: 3871230   Processor: 9406/2396 820T
      Address: 208 North Pine Street
             GRAND ISLAND, NE 68802
 Recovery Site: Chicago, IL   System Storage: 2048MB
Supplement Number: P09208   DASD Gigabytes: 121.765GB
                              Minimum OS Level: OS/400 5.4.0

Quantity or Units	Machine or Product	Model	Product Description

IBM Equipment:

Quantity or Units	Machine or Product	Model	Product Description
1	9406/2396	820T	iSeries CPU Server Model
8	940XMS	820	Main Storage-256MB Increments
1	940X/1522	8XX	AS/400 8XX Interactive Featr.
1	940XCDROM	8XX	CD-ROM Drive
1	940XDVDRA	8XX	DVD-RAM Drive

Note: Minimum OS/400 level required is V5R1M0

Quantity or Units	Machine or Product	Model	Product Description
71	940XHAD	820	High Availability DASD

This quantity depicts the number of SMA High Availablity Dasd units
used to obtain the customer dasd requirement. This is not to be
confused with the total usable dasd in gigabytes which is listed
at the top of the Proposal.

Quantity or Units	Machine or Product	Model	Product Description
1	940X/4487	XXX	50GB .25" Cartidge Tape Unit

Prerequisite: OS/400 V5R1 or later

Quantity or Units	Machine or Product	Model	Product Description
1	6XXX	X12	1200 LPM Line Printer
4	318X/319X	000	Operator Console

A PC with Operations Console - LAN Connect/direct connect
may be substituted instead of a Twinax WkStn for the
primary System Console or partition (LPAR) console
on iSeries (8xx) contracts
When system is LPAR-ed a maximum of one (318X/319X 000 or
RMT/CONS LPAR) per LPAR is supported.
  When solution includes Remote Console function
   the System Operator Console can be
   accessed remotely and a maximum of one
   remote console per system or LPAR image.

Quantity or Units	Machine or Product	Model	Product Description
1	940XTWIN	8XX	Twinax WkStn Cntrlr

A 100/10 Ethernet IOA may be substituted for Twinax WkStn Cntrlr
 to support Operations Console - LAN Connect

Quantity or Units	Machine or Product	Model	Product Description
1	940X/COMM	8XX	Comm Adapter-Port RS232/V.24
1	940X/V.35	8XX	Comm. Adapter-Port V.35
2	940X/2838	XXX	PCI 100/10Mbps Ethernet IOA
2	7855	010	Modem V.32/V.42 1.2-12.0Kbps

Network Lines:

Quantity or Units	Machine or Product	Model	Product Description
8	Line	000	Analog Dial Line

Non-IBM Equipment: NONE

E Q U I P M E N T   C O N F I G U R A T I O N

Customer Name: CITY OF GRAND ISLAND   Configuration

            Number: 3871230   Processor: 9406/2396 820T
           Address: 208 North Pine Street
                    GRAND ISLAND, NE 68802
     Recovery Site: Chicago, IL   System Storage: 2048MB
 Supplement Number: P09208   DASD Gigabytes: 121.765GB
                                             Minimum OS Level: OS/400 5.4.0

Quantity   Machine   Model   Product
or Units   or Product   Description
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International Business Machines Corporation   Armonk, New York 10504

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

Name and Address of Customer: Referenced Agreement No.: HQ12291
 CITY OF GRAND ISLAND   Supplement No.: P09208
                                              Customer No.: 3871230
 208 North Pine Street   Enterprise No.: 3871230
 GRAND ISLAND, NE 68802

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

Additional Supplement Numbers:

CITY OF GRAND ISLAND (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. In Section 7, "Other Terms", at the end of the section, add the following new
    subsection:

    Temporary Transfer of Configurations or Equipment

    You have selected a Configuration or certain items of equipment ("TTC"
    and "TTE" respectively, "TT" collectively) that IBM will, on your request,
    transfer to a location you choose, within the United States (except Alaska
    and Hawaii), for your temporary use during an Event. Eligibility of TT
    for transfer by type of Event is specified in a Supplement. If such Event
    is associated with your declaration of an Outage Emergency, the Initial
    Recovery Charge will apply once you provide IBM the address of the
    location to which TT is to be shipped.

<u>IBM Responsibilities - Temporary Transfer:</u> IBM will:

1) after you Declare and at your request, ship eligible TT to arrive at the location you specify within forty-eight (48) hours of such request;
2) in advance of your scheduled Recovery Exercise, at your request, ship eligible TT to the location you specify;
3) provide service and support, at no additional charge, to enable TT to operate according to specifications; and
4) bear the risk of loss except for theft or vandalism of TT at the location you specified, unless such loss is caused by IBM's employee(s).

<u>Your Responsibilities - Temporary Transfer:</u> When IBM transfers TT to you, you agree to:

1) use TT for Event purposes only;
2) return TT to the IBM-designated location promptly at the end of a Recovery Exercise, or no later than six weeks from the time you Declare, whichever applies;
3) furnish all labor for unpacking and packing the TT;
4) obtain IBM's written consent prior to moving TT to a location other than the location to which it was delivered;
5) provide written notice to IBM before you make an alteration to any part of the TT. You may make an attachment without notifying IBM.

   An attachment is the connection of any other product or device to the TT. An alteration is any change made which deviates from the physical, mechanical, electrical, or electronic design, whether or not additional devices or parts are used. You may not make an alteration or attachment that creates a safety hazard or renders maintenance of the TT impractical. You are responsible for the results obtained from both alterations and attachments made by you;
6) remove attachments and restore TT to an unaltered condition, before returning the TT to IBM; and
7) return TT to IBM in the same condition as when the TT was delivered to you, normal wear and tear excepted.

<u>Temporary Transfer - Charges:</u> If, on your request, IBM transfers TT to a location you choose, in addition to other charges you may incur under this Attachment, you agree to pay:

1) all shipping charges, taxes, tariffs and insurance charges incurred for shipment to such location and return to IBM; and
2) daily or other usage or Event charges specified in a Supplement and identified as applicable to Temporary Transfer Configurations or Equipment; and
3) other charges you incur by your use of TT at the location you chose.

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:
CITY OF GRAND ISLAND

Agreed to:
International Business Machines Corporation

By_____
      Authorized Signature

By_____
      Authorized Signature

_____
Name (Type or Print)   Date

_____
Name (Type or Print)   Date

R E S O L U T I O N   2012-29

WHEREAS, the City of Grand Island has an IBM AS400 iSeries computer system which contains the Utility Department's customer base and billing software; and

WHEREAS, to protect the City in the event of a disaster, a business recovery contract currently exists with IBM: and

WHEREAS, such contract is scheduled to expire February 29, 2012; and

WHEREAS, a new 3 year contract has been negotiated with IBM to continue providing such business recovery services for $10,152.00 which is 36 months at $282 per month; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the three-year contract with IBM to provide business continuity and recovery services for the City's AS400 iSeries computer system is hereby approved; and the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2012.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
February 10, 2012   ¤ City Attorney