

FCC Form 470

Universal Service Program Description of Services Requested

Approval by OMB
3060-0806

Entity Number: 142118
Contact Person: Jack Johnston

Applicant's Form Identifier: Year 5 Form 470
Phone Number: 915-779-4235

Block 2: Summary Description of Needs or Services Requested

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.

Name:		Title:	
Jack Johnston		Executive Director, TIS	
Telephone number (10 digits + ext.)		Ext.	
(915) 779 -4235			
Fax number			
(915) 779 -4100			
E-mail Address			
jsjohnst@episd.org			

12. Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and provide a contact name and telephone number for service providers without Internet access.

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13. (Optional) Purchases in future years: If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely time-frames).

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Block 3: Technology Assessment

14. **Basic telephone service only:** If your application is for basic local and long distance voice telephone service only, check this box and skip to Item 16.
15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop communications software: Software required <input checked="" type="checkbox"/> has been purchased; and/or <input checked="" type="checkbox"/> is being sought.						
b. Electrical systems: <input checked="" type="checkbox"/> adequate electrical capacity is in place or has already been arranged; and/or <input checked="" type="checkbox"/> upgrading for additional electrical capacity is being sought.						
c. Computers: a sufficient quantity of computers <input checked="" type="checkbox"/> has been purchased; and/or <input checked="" type="checkbox"/> is being sought.						
d. Computer hardware maintenance: adequate arrangements <input checked="" type="checkbox"/> have been made; and/or <input checked="" type="checkbox"/> are being sought.						
e. Staff development: <input checked="" type="checkbox"/> all staff have had an appropriate level of training or additional training has already been scheduled; and/or <input checked="" type="checkbox"/> training is being sought.						
f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.						
<table border="1"><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>						

<< Previous | Reset | Next >>

The following area codes and/or prefixes were not found in the database. Click Accept to use these values in your application or Revise to return to Block 4 to make changes.

Area Codes:		
Prefixes:	231, 534, 882	

Accept

Revise

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Area Codes and Prefixes

State	Area Codes	Prefixes
TX	915	703, 821, 822, 832, 833, 834, 845, 849, 850, 881, 882, 887

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Block 4: Listing Recipients of Service

17. Billed Entities: Please list the entity or entities that will be paying bills for the services requested in this application. List the Billed Entities whether or not they themselves are eligible for discounts.

Please click on the Help button for specific instructions about completing this page

Zip Code: OR Entity Number:

Please select at least one Billed Entity. You may do multiple searches to add all eligible billed entities on this application.

Selection List		Billed Entity(ies)
<input type="text" value="<select from list>"/>	<input type="button" value="Add All >>"/>	<input type="text" value="<select from list>"/>
	<input type="button" value="Add >"/>	EL PASO INDEP SCHOOL DISTRICT
	<input type="button" value="< Remove"/>	
	<input type="button" value="<< Remove All"/>	

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Billed Entities

Entity Name	Entity Number
EL PASO INDEP SCHOOL DISTRICT	142118

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19. The applicant includes:(Check one or both)

- a. schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. individual technology plans for using the services requested in the application; and/or
- b. higher-level technology plans for using the services requested in the application; or
- c. no technology plan needed; application requests basic local and long distance telephone service only.

21. Status of technology plans (If representing multiple entities with mixed technology plan status, check both a and b):

- a. technology plan(s) has/have been approved by a state or other authorized body.
- b. technology plan(s) will be approved by a state or other authorized body.
- c. no technology plan needed; application requests basic local and long distance telephone service only.

22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

27. Printed name of authorized person	Jack Johnston
28. Title or position of authorized person	Executive Director, TIS
29. Telephone number of authorized person: (915) 779 - 4235 ext.	

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

470

**Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form**

At this point you have filled in all information for the Form 470 application. The final steps in the process are to:

- a. **Verify a final time that all information is correct in each block you have completed. Use the "Previous" button at the bottom of each screen to review your work.**
- b. **Use your browser to print a copy of each screen in each block. Use the "Previous" and "Submit" buttons at the bottom of each screen to move to each block of the Form 470. In each block, click on your browser's "File" button, and select the "Print" option. Please note there are multiple screens for Blocks 2-4.**
- c. **Click the "Submit" button at the bottom of this screen to electronically submit your Form 470 to the SLD.**

IMPORTANT NOTE: by clicking "Submit" you are simultaneously releasing your completed application to the SLD for posting, AND viewing a complete version of your Block 5 which you will enter your User ID, SLD PIN into and submit Block 5 with your electronic signature to the SLD (see "d" below). Clicking "Submit" will prevent any further changes to the application. Please be sure that you are satisfied that all entries to the application are correct and you are fully authorized to release this form for posting and that you have obtained a PIN from the SLD before clicking "Submit" on this page.

You must click "Submit" to file your Form 470 and begin the required 28-day posting period. If you do not click "Submit," you MAY NOT file a Form 471 pursuant to a Form 470.

- d. **After clicking the "Submit" button, you will view the electronic certification screen of Block 5. On this page you will enter the User ID that you created when requesting your PIN from the SLD, and your SLD PIN. If you do not have a PIN, do not continue with this electronic certification process.**
- e. **Print out (using your browser) this Block 5 certification page. When you print Block 5 using your browser, the form will automatically include your Form 470 Application Number, Applicant Name, and Applicant Address. Please save a copy for your own record.**

Note: Do not mail any part of the complete Form 470.

Note: When you click the "Submit" button, you are irreversibly submitting this Form 470 to the SLD. You should be authorized and possess an SLD PIN to select the "Submit" button which irreversibly files this application.

ADDENDUM 2 TO CUSTOMER AGREEMENT
FOR JANUARY 2002 SOWs

THIS ADDENDUM TO CUSTOMER AGREEMENT FOR JANUARY 2002 SOWs ("this Second Addendum") is made as of the date written below between the EL PASO INDEPENDENT SCHOOL DISTRICT ("EPISD" or "you") and INTERNATIONAL BUSINESS MACHINES CORPORATION, individually and on behalf of its division IBM GLOBAL SERVICES (collectively, "IBM" or "we"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree the following terms and conditions apply within the scope of this Addendum:

1. IBM and you are currently parties to an IBM Customer Agreement dated January 18, 2001 between EPISD and IBM ("the Agreement"), as addended and amended by an Addendum to Customer Agreement for January 2001 SOWs (the "First Addendum"). The Agreement, as amended by the First Addendum, applies and addresses only those Products and Services described in or contemplated by those certain Statements of Work dated January 18, 2001 between IBM and you described in the "Scope of Agreement" and other portions of the First Addendum ("the Round 4 Products and Services"). Nothing in this Second Addendum alters or amends the contractual relationship of the parties with respect to the Round 4 Products and Services as reflected by the Agreement and the First Addendum. This Second Addendum applies and addresses only those Products and Services described in or contemplated by the "Scope of Agreement" and other portions of those Statements of Work dated January 2002 between IBM and you ("the Round 5 Products and Services" or "Round 5 SOWs").

2. The following language is added to the end of the "Conflicting Terms" subsection of Section 1.2 of the Agreement:

Notwithstanding the foregoing, the provisions of the Addendum 2 to Customer Agreement between you and IBM dated as of January 2002 control over this Agreement, any Attachment, and any Transaction Document with respect to the E-Rate year 2002 [Round 5] projects described in the Statements of Work dated January 17, 2002.

3. The following language is added to the end of Section 1.2 of the Agreement:

Scope of Agreement

Notwithstanding anything in this Agreement, any Attachment, or any Transaction Document to the contrary, this Agreement addresses only those Products and Services described in or contemplated by those certain Statements of Work dated January 2002 between IBM and you entitled Internet Access, Cabling, Network Electronics, Network Web and File Servers, Web Access for School Community Solutions, EMail, Video Equipment Solutions and Installation Services, and USF

Technical Support (collectively, the "Round 5 Statements of Work"). The Round 5 Statements of Work are hereby ratified and approved, subject to the provisions of this Agreement, including without limitation Section 1.22 hereof.

Nothing herein alters or amends any IBM Customer Agreement between IBM and you with respect to other Products or Services.

4. The following sentence is added to the end of Section 1.6 of the Agreement:

You, as an independent school district under Texas law, are exempt from state sales and property taxes.

5. The following language is added to the end of Section 1.16 of the Agreement.

Additionally, you may without penalty terminate this Agreement at the end of any of your budget period(s) occurring during the term of this Agreement, if funds for the Agreement during the succeeding budget period have not been appropriated.

6. Section 1.18 of the Agreement is deleted in its entirety.

7. The following language is added as Section 1.19 of the Agreement:

1.19 Public Information.

IBM understands that documents and other materials relating to this Agreement are subject to the requirements of the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code, and you may disclose the same in accordance therewith.

8. The following language is added as Section 1.20 of the Agreement:

1.20 Non-Appropriation

Notwithstanding anything herein to the contrary, IBM shall not be entitled to receive payments or amounts under this Agreement in excess of the amounts appropriated for your then-current budget period. IBM understands and agrees that this Agreement is contingent, unless otherwise agreed by the parties, upon receipt of E-Rate funding by you in an amount sufficient, in your reasonable discretion, to continue with all of the contemplated projects described, and to the full extent set forth, in the Statements of Work.

9. The following language is added as Section 1.22 of the Agreement:

1.22 Special Terms and Conditions

This Section 1.22 applies to the Round 5 Statements of Work.

Notwithstanding anything else in this Agreement [except for the other provisions of the Second Addendum hereto] or the Round 5 Statements of Work, the following provisions apply.

- (a) In order to facilitate your desire for additional control of the selection process for vendors necessary for IBM to perform on the Round 5 SOWs, among other things, the parties agree to the following additional terms. Exhibit 1 outlines those goods and commodity labor services under the Round 5 SOWs which will be subcontracted by IBM as provided herein (the "Required Goods" and "Subcontracted Labor Services", respectively). Consequently, the Round 5 Statements of Work shall not be deemed to, and shall not, include Exhibit 1 goods, whether or not a Product, unless and to the extent IBM or another vendor is hereafter selected as a provider of the particular Required Goods in accordance with the following. EPISD commits to make such selections to include all such Required Goods or Subcontracted Labor Services or to negotiate with IBM in good faith [and vice-versa] for any reduction in either category. Additionally, the following terms govern the selection of third party vendors for the provision of the Required Goods and the Subcontracted Labor Services.
- (b) The provider(s) of Required Goods and Subcontracted Labor Services for the projects contemplated by this Agreement and the Statements of Work shall be designated by you in accordance with procurement requirements of Texas law and the requirements herein. Upon IBM's request, you shall provide written confirmations of your decision directing IBM to utilize the selection process contained in this Second Addendum for Required Goods or Subcontracted Labor Services for each Statement of Work or each bid. You will solicit bids and complete the selection process in a timely manner, based on reasonable deadlines mutually agreed with IBM, and will not hold IBM responsible for any delays in the overall project or IBM's performance directly attributable to any failure by you to do so.
- (c) You agree to permit IBM to participate in any opportunity to bid or quote for such Round 5 Required Goods and Subcontracted Labor Services.
- (d) A separate designation shall be made with respect to all Required Goods under each applicable Statement of Work and you will seek separate bids

or quotes for all Required Goods with respect to each Statement of Work grouped together. It is anticipated that you will, as may be reasonable and legal, issue requests for proposals, competitive sealed proposals, or similar appropriate procurement requests, for such Required Goods and Subcontracted Labor Services even before E-Rate funding is awarded. You may choose alternate vendors from the eligible vendors. IBM will have no obligation to contract with or use as a subcontractor any bidder found to be ineligible under the criteria herein.

- (e) With respect to any Required Goods for which IBM is not the selected provider, it is agreed that such Required Goods will be acquired, in accordance with procurement requirements of Texas law and the other provisions of this Section, through IBM as service provider for you, without any additional commission or fee on the price thereof [except for a 1% surcharge, with a maximum of \$25,000, payable by you to IBM for each and every such affected Statement of Work]. With respect to any Subcontracted Labor Services for which IBM is not the selected provider, it is agreed that such Subcontracted Labor Services will be acquired, in accordance with procurement requirements of Texas law and the other provisions of this Section, through IBM as service provider for you, without any additional commission or fee on the price thereof [except for a 5% surcharge, with a maximum of \$50,000, payable by you to IBM for each and every such affected Statement of Work]. Any such surcharge shall be payable only to the extent it is a permitted use of E-Rate funds and sufficient funds exist in the aggregate price for the subject Statement of Work.
- (f)
- With respect to selection of third party vendors for Required Goods and Subcontracted Labor Services, each of whom will contract as IBM subcontractors following selection, you will advise IBM and all potential vendors upfront of the minimum qualifications and procedures to be utilized in soliciting and selecting the winning bidder, including at least the following: All vendors must have executed an IBM Subcontractor Agreement before they are eligible to bid;
 - All vendors must be EDI/WOI Enabled (electronic invoicing) and EFT (electronic funds transfer) enabled and in current, active status with IBM before they are eligible to bid;
 - All vendors must be in good standing with IBM procurement and must be technically qualified for the relevant work and deemed financially responsible by IBM, in its reasonable, good faith judgment, before they are eligible to bid;

- You are responsible to confirm in writing with IBM the eligibility of each vendor whose bid is accepted as compliant and of the apparent winning bidder before that vendor is selected by you. Upon request, IBM shall immediately notify you of the ineligibility of any bidder. IBM shall not be responsible for any delays in IBM's performance directly attributable to your selection of any ineligible vendor after being timely and accurately informed by IBM of the same;
 - Except in situations where IBM or any member of the IBM Enterprise is a bidder, you will involve IBM in the initial bid review and analysis and IBM will then promptly forward its non-binding findings to you for final, independent selection by you;
 - If you select a vendor who does not meet the qualifications herein, IBM reserves the right to refuse to work with that vendor and is not responsible for directly resulting delays in performance;
 - If in these circumstances, you select a vendor whose price is more than \$25,000 greater than the price of the lowest technically qualified bidder, then you agree to pay to IBM the portion of the difference exceeding such budget amount to the extent it is a permitted use of E-Rate funds;
 - If you select an ineligible vendor, IBM may promptly utilize any alternate vendor originally specified by you or, in the event no alternate was specified by you, IBM may perform or obtain performance of the work; IBM is excused from any delays in its performance directly attributable to the selection of the ineligible vendor;
 - In each acquisition of Required Goods or Subcontracted Labor Services from a third party, IBM will remain the service provider within the meaning of E-Rate rules;
 - IBM reserves the right to terminate a vendor at any time for actual, material non-adherence to the subcontract terms and conditions, in which case IBM may utilize any alternate vendor originally specified by you or, in the event no alternate was specified by you, IBM may perform or obtain performance of the work; IBM is excused from any delays in its performance directly attributable to the selection by you of a vendor terminated for such reasons; and
 - All EPISD directed procurements will count towards the 30% local subcontracting goal herein, irrespective of the vendor EPISD chooses or whether such vendor otherwise satisfies the criteria of the goal.
- (g) With respect to any Required Goods or Subcontracted Labor Services for which IBM is the designated provider, the acquisition of the same shall be in accordance with the Statement of Work, including any mutually agreed

changes to the SOWs and any Service Substitution Forms, to which such Required Goods and Subcontracted Labor Services apply.

- (h) Upon at least 30 days prior request by you, IBM shall provide you with the list and specifications of each of the Required Goods and Subcontracted Labor Services, itemized for each Statement of Work.
- (i) In the event that E-Rate funding for all of your projects is less than originally contemplated and requested, you reserve the right not to proceed with one or more of the projects. If, in such circumstances, you nevertheless intend to proceed with one or more of the projects, it is understood and agreed that the parties will use reasonable efforts to re-negotiate the scope, goods, services, purposes, prices, and other terms of those Statements of Work for the then-desired projects.
- (j) The services under the Round 5 SOWs (the "Required Services") do not include repair or maintenance services for Products for which warranties cover such services [unless IBM is an authorized provider of such services and agrees to seek payment from the warrantor alone], for which IBM is not an authorized provider of such services, or for which you have an existing contract for such services.
- (k) Notwithstanding any other provision, the parties agree that the Statements of Work entitled USF Maintenance and Internet Access do not contain any material amount of goods and therefore are not subject to these procurement provisions with respect to Required Goods.
- (l) Any bid request for the Required Goods and Subcontracted Labor Services shall include a notice the same or substantially similar to the following:

ADDITIONAL NOTICE

Notwithstanding anything in this package to the contrary, please be advised that the El Paso Independent School District (the "District") is not intended to be nor will be the direct purchaser of the goods or services being sought.¹ Instead, IBM Global Services is actually acquiring the goods and services for the District as service provider. Those goods and services will then be transferred by IBM Global Services to the District and incorporated into various E-Rate Year 2002 (Round 5) projects of the District. By contract with IBM Global Services [which is the strategic technology solution provider for the District] the District

¹Unless the El Paso Independent School District selects IBM Global Services as the provider for the goods or services.

is entitled to select the vendor of goods and specified services to be provided to the District by IBM Global Services for the E-Rate Year 2002 (Round 5) projects of the District. In making such selections, the District intends to follow those purchasing laws and procedures that it would be otherwise entitled to use in a direct acquisition of goods or services. The District reserves the right to select one or more vendors, or none, and to select alternative vendors.

Notwithstanding anything in this package to the contrary, the award or any acquisition of goods is contingent upon E-Rate funding and upon appropriation by the District of funds sufficient to pay any amounts not covered by E-Rate funding.

Eligibility to bid in response to this package is dependent on the vendor's meeting the qualifications for this opportunity, including prior execution of a IBM standard subcontractor or supplier agreement and the other requirements specified in this bid package. Bids not meeting these requirements will be deemed non-responsive and any selection of an ineligible vendor will be void.

10. The following language is added as Section 1.23 of the Agreement:

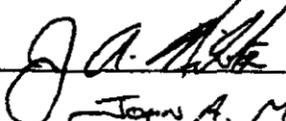
1.23 Local Procurement

IBM agrees to use reasonable efforts to cause at least 30% of the aggregate dollar volume of the Round 5 Required Services and the Required Goods being either:
(a) performed by local persons or entities, being defined as those residing in, paying ad valorem real property taxes in, or based in El Paso County, Texas; or
(b) performed by persons or entities selected by you under Section 1.22. All your selections under the preceding sections will count towards the 30% subcontracting goal, irrespective of the vendor EPISD selects (including use of alternates or back-up vendors).

11. The capitalized or defined terms herein, except as expressly noted otherwise, shall have the same meaning as in the Agreement.
12. The provisions of this Second Addendum become effective as of January 1, 2002.
13. Except as expressly amended or added herein, the provisions of the Agreement remain in full force and effect according to their terms.

EXECUTED to be effective as of the 1st day of January 2002.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By: 
Name: JOHN A. MICOTA
Title: PROGRAM EXECUTIVE

EL PASO INDEPENDENT SCHOOL DISTRICT

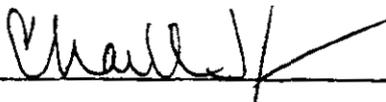
By: 
Charles L. Tafoya
Acting Superintendent

Exhibit 1 attached

EXHIBIT 1

El Paso ISD E-rate Round 5 Statements of Work: Identification of Required Goods and Subcontracted Labor Services subject to the terms and conditions identified in Addendum 2 to Customer Agreement for January 2002 SOWs.

Statement of Work	Total Charges	Required Goods	Subcontracted Labor Services
USF Technical Support	16,123,359	None in SOW	Not applicable
Internet Access	3,528,800	None in SOW	Not applicable
Cabling	7,707,500	Material and labor (goods and services) will be combined in one bid specification.	
Network Electronics	11,662,400	Yes. See footnote 1.	Yes. See footnote 2.
Network File and Web Server	3,386,700	Yes	Not applicable
Video	4,896,722	Yes	Not applicable
E-mail	1,478,867	None in SOW	Not applicable
Web Access for a School Community	1,372,100	Yes	Not applicable

1. Network Electronics Required Goods: Reference SOW Appendix C Equipment.

2. Network Electronics Subcontracted Labor Services include portions of: SOW Section 2.2 Perform Site Survey and Section 2.3 Installation and Configuration of Network Electronics Equipment.

EL PASO INDEPENDENT SCHOOL DISTRICT

IBM Statement of Work for Web Access for a School Community

Prepared for



EL PASO ISD

January 17, 2002



International Business Machines Corporation or
IBM Global Services
El Paso, Texas

The information in this proposal shall not be disclosed outside the DISTRICT LONG NAME 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, DISTRICT LONG NAME shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of DISTRICT LONG NAME to use information contained in the proposal if it is obtained from another source without restriction.

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STATEMENT OF WORK

Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized services. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

This Statement of Work is comprised of the following sections:

- 1.0 Assumptions
- 2.0 IBM Responsibilities
- 3.0 El Paso ISD Responsibilities
- 4.0 Deliverable Materials / Documentation
- 5.0 Project Schedule
- 6.0 Completion Criteria
- 7.0 Charges

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable Guidelines / Documentation
- Appendix B, Project Change Control Procedure
- Appendix C, Equipment and Software
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire December 31, 2002 unless this date is extended by IBM in writing.