



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

State of West Virginia
Contract

Order Date: 11-17-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0210 4432 ISC2200000001 1	Procurement Folder:	937872
Document Name:	Mainframe Server, VTL, and DASD Maintenance (OT22030)	Reason for Modification:	
Document Description:	Mainframe Server, VTL, and DASD Maintenance (OT22030)		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-12-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-11-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VS0000038874				Requestor Name: Andrew C Lore	
PPT HOLDINGS I LLC				Requestor Phone: 304-352-4944	
5910 LANDERBROOK DR				Requestor Email: andrew.c.lore@wv.gov	
MAYFIELD HEIGHTS		OH	44124		
US					
Vendor Contact Phone:		(216) 978-6424	Extension:		
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: \$72,612.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>T. W. H. 12/14/21</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Groun</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Toler</i> DATE: <i>12-13-2021</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor, PPT Holdings I, LLC., dba Park Place Technologies, LLC., agrees to enter with the West Virginia Office of Technology (WVOT) into a contract to provide maintenance on an agency-owned mainframe server and its peripheral subsystems, per the specifications, terms and conditions, bid requirements, and the Vendor's submitted and accepted bid dated 10/04/2021, incorporated herein by reference and made apart hereof.

Renewal Years 2, 3, & 4 will be added in subsequent change orders per mutually agreed renewals between Vendor & Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112303	0.00000		0.000000	\$72,612.00
Service From	Service To	Manufacturer		Model No	
2021-12-01	2022-11-30				

Commodity Line Description: Mainframe Server, VTL, DASD Maintenance - Year 1

Extended Description:

Mainframe Server, VTL, DASD Maintenance - Year 1

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on December 1, 2021 and the initial contract term extends until November 30, 2022.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Legal Team

(Name, Title)

Legal Team

(Printed Name and Title)

5910 Landerbrook Drive, Mayfield Heights, OH 44124

(Address)

440-991-3199/800-531-6303

(Phone Number) / (Fax Number)

legal@parkplacetech.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Park Place Technologies, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Dave Cox, Chief Operating Officer

(Printed Name and Title of Authorized Representative)

02 November 2021

(Date)

440-991-3199/800-531-6303

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

„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 the purchase of maintenance on agency-owned IBM zEnterprise mainframe server, IBM virtual tape libraries (VTLs), IBM physical tape library, and EMC VMAX DASD. The DASD and tape libraries are peripheral subsystems of the mainframe server. The current environment for which the Vendor will be responsible is more fully described Section 3 and the appendices at the end of these specifications.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the mandatory requirements identified in Section 5, below, and its subsections.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
 - 2.4 **“Agency”** means the customer, i.e. the West Virginia Office of Technology.
 - 2.5 **“DASD”** means Direct Access Storage Device, which are secondary storage devices that store data in discrete locations with unique addresses.
 - 2.6 **“IFL”** means Integrated Facility for Linux, a processor dedicated to Linux workloads on IBM z systems.
 - 2.7 **“zIIP”** means System z Integrated Information Processor, a special purpose processor designed to relieve DB2 processing workloads.
 - 2.8 **“VTL”** means Virtual Tape Library, a data storage virtualization technology used typically for backup and recovery purposes. A VTL presents a storage component (usually hard disk storage) as tape libraries or tape drives for use with existing backup software.
 - 2.9 **“OEM”** means Original Equipment Manufacturer of the equipment to be maintained under this solicitation, i.e. IBM Corporation and EMC.

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

3. CURRENT ENVIRONMENT:

3.1. Agency's Mainframe Server Environment

3.1.1. Agency owns and operates one (1) IBM zBC12 Model 2828-H06 zEnterprise mainframe server (serial number 68D77). The server's capacity setting is Model 2828-U02, downgraded to **Model 2828-S02**. The server contains two IFLs and one zIIP engine. It is located at the Agency's data center in Building 6 of the Capitol Complex, Charleston, WV.

3.2. Agency's EMC DASD Environment

3.2.1. Agency owns and operates one (1) EMC VMX20K (serial number HK192606633). It is located at the Agency's data center in Building 6 of the Capitol Complex, Charleston, WV.

3.3. Agency's Tape Library Environment

3.3.1. Agency owns and operates two (2) IBM VTLs. One is located at the Agency's data center in Building 6 of the Capitol Complex, Charleston, WV. The other is located in a State data backup facility at 68 Richard D. Minnich Drive, Sutton WV. (Agency refers to the backup facility as the Flatwoods site.) The Agency also owns an IBM physical tape library, which is located at the Flatwoods site. The driving distance between the two locations is approximately 68 miles. The primary tape library components at the respective sites are:

3.3.1.1. Charleston

3.3.1.1.1. IBM 3957-VEA TS7720 Virtualization Engine Server (serial number 78H4077)

3.3.1.2. Flatwoods

3.3.1.2.1. IBM 3957-V06 TS7740 Virtualization Engine Server (serial number 78H4070)

3.3.1.2.2. IBM 3584-L23 TS3500 Tape Library (serial number 78A4126)

4. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

4.1. Service technicians shall be trained and authorized by the manufacturer of the equipment. Vendor must provide proof of authorization upon request.

4.2. Service technicians shall have at least two years' experience in maintaining the specific equipment (make and model number) to be maintained under this solicitation.

5. MANDATORY REQUIREMENTS:

5.1. Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

5.1.1 Vendor shall maintain all equipment listed on Appendices "A", "B", and "C". Pricing for all items listed in each appendix is to be included in bid price submittal (as distributed in the pricing sheet Exhibit "A").

5.1.1.1 Maintenance shall be available and/or provided 24 x 7 x 365.

5.1.1.2 Service technicians shall be onsite within five (5) hours of problem notification by the State.

5.1.1.3 Preventative maintenance must be performed during hours that are mutually agreeable to Vendor and Agency. Preventative maintenance shall provide the required level of servicing for the individual equipment components, including cleaning and lubricating parts as necessary, and reconditioning, repair, or replacement of parts as necessary.

5.1.1.4 Vendor shall repair or replace all parts or components maintained under this solicitation as needed. Vendor shall repair or replace worn or defective parts and replacements shall be consistent with the OEM's design of the equipment. This responsibility includes furnishing all needed cables, cabinets, housings, power supplies, fans, circuit boards, assemblies, and any other item necessary to restore the equipment to proper operating condition, at no additional cost to the Agency.

5.1.1.5 Vendor shall provide parts that meet or exceed the OEM requirements in performance, service life and operation (this includes, but is not limited to, any remanufactured or repaired parts).

5.1.1.6 Vendor shall provide field modifications and engineering changes recommended by the OEM, i.e., system updates.

5.1.1.7 Field maintenance technicians shall not attempt to repair faulty modules on site if the equipment was designed for the replacement of modules.

5.1.1.8 Vendor shall provide IBM *Call Home* functionality, or equal. The service shall constantly monitor the health and performance of the systems covered under this solicitation. Should an event occur which requires service, the function will notify both the Agency and the Vendor, automatically open a service request, and transfer preliminary critical diagnostic data to the assigned service

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

technicians. All data transmitted to and from the Vendor's diagnostic facility shall be encrypted and sent via secure protocols.

5.1.1.9 Any reinstatement fees associated with a lapse in support must be built-in to the cost of Year 1.

5.1.2 Vendor must provide Optional Annual Renewal Years pricing for Years 2, 3, and 4. Each renewal will provide one (1) year of additional maintenance, covering all equipment and specifications defined. The Optional Annual Renewals will be initiated by the Agency, agreed to by the Vendor, and formally executed by Change Order.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

6.2 Pricing Page: Vendor should complete the Pricing Page by filling in the "unit price" on Exhibit "A". Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov

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

8. PAYMENT: Agency shall pay a monthly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

9. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

10. FACILITIES ACCESS: Access cards and/or keys will not be issued to Vendor personnel. In order to gain entrance to Agency's facilities, Vendor personnel will report to a designated individual(s) at the site in question. They will be accompanied by Agency personnel at all times during performance of Contract Services.

11. VENDOR DEFAULT:

11.1. The following shall be considered a vendor default under this Contract.

11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

11.1.2. Failure to comply with other specifications and requirements contained herein.

11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

11.1.4. Failure to remedy deficient performance upon request.

11.2. The following remedies shall be available to Agency upon default.

11.2.1. Cancellation of the Contract.

11.2.2. Cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

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

Contract Manager:

Telephone Number:

Fax Number:

Email Address:

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

Appendix A

TAPE LIBRARY EQUIPMENT LIST

**Charleston
Site**

1	3957-VEA TS7720 Virtualization Engine Server
2	201 9 Micron LC/LC 31 Meter
2	1033 1Gb Grid Dual Port Optical SW Connection
1	2715 Console Attachment
2	3442 FICON LW Attachment
1	4015 Grid Enablement
1	5268 100 MB/sec Increment
1	9000 Mainframe Attachment
1	9268 100 MB/sec Throughput
1	9461 8GB Memory Upgrade
1	3956-CS8 TS7720 SATA Cache Controller
1	7114 32 TB SATA Storage
2	3956-XS7 TS7720 SATA Cache Module
2	7114 32 TB SATA Storage
1	3952-F05 Tape Frame
1	1903 Dual AC Power
1	1904 Redundant AC Power
1	2732 TS3000 System Console
1	2733 Internal Modem
1	5759 Integrated Control Path
1	7322 TS7720 Base Frame
1	9954 NEMA L6-30 Power Cord

**Flatwoods
Site**

1	3957-V06 TS7740 Virtualization Engine Server
2	201 9 Micron LC/LC 31 Meter
2	1033 1Gb Grid Dual Port Optical SW Connection
1	2715 Console Attachment
2	3442 FICON LW Attachment
1	4015 Grid Enablement
1	5240 Dual Port FC HBA
1	5267 1 TB Cache Enablement
1	5268 100 MB/sec Increment
1	9000 Mainframe Attachment
1	9219 TS3500 Attach

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

1	9461 8GB Memory Upgrade
1	9900 Encryption Configuration
1	3956-CC8 TS7740 Cache Controller
1	7123 9.6 TB Fibre Storage
1	3952-F05 Tape Frame
1	1903 Dual AC Power
1	1904 Redundant AC Power
1	2732 TS3000 System Console
1	2733 Internal Modem
1	5759 Integrated Control Path
1	7312 TS7700 Base Frame
1	9954 NEMA L6-30 Power Cord
1	3584-L23 TS3500 Tape Library
6	1515 3592 Fibre Drive Mounting Kit
1	1659 16 Additional 3592 Slots
1	1692 Entry ALMS
1	1693 Intermediate ALMS
1	1694 Full ALMS
1	1950 Power Distribution Unit
1	2710 Remote Support Facility
1	2732 TS3000 System Console
1	2733 Internal Modem
1	4871 TS7700 BE SW Mounting Hardware
1	4872 TS7700 BE 4Gb Switch
1	9217 Attach to 3953 LM/TS7700
1	9700 No Host Cables from Plant
1	9954 Nema I6-30 Power Cord
1	9900 Encryption Configuration
6	3592-E05 IBM TS1120 Tape Drive
12	6013 13 Meter LC/LC Fibre Channel Cable
6	9000 zSeries ESCON/FICON Attachment
6	9216 zSeries Linux Attachment
6	9592 Encryption Capable

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

Appendix B

MAINFRAME SERVER EQUIPMENT LIST

2828-H06	IBM zNext BC	1
0092	HMC	1
0165	Fanout Airflow	2
0169	PCIe Fanout	2
0400	PCIe Interconnect	4
0409	FICON Express8S 10KM LX 2 ports	8
0414	OSA-Express5S GbE SX 2 ports	1
0416	OSA-Express5S 10 GbE SR 1 port	4
0417	OSA-Express5S 1000BASE-T 2 ports	2
0865	Crypto Express4S	2
1147	Model H06	1
1609	32 GB Mem DIMM (10/feature)	1
1903	8 GB Memory Capacity Incr	17
3008	BPD Pair Air Model	1
3628	144 GB Memory	1
3759	Universal Lift Tool/Ladder	1
3863	CPACF Enablement	1
4009	PCIe I/O Drawer-A	1
5784	CP-S	2
5794	IFL	2
5798	zIIP	1
5951	2-Way Processor S02 - 873 MIPS / 109 MSU's	1
6096	Flat Panel Display	1
7921	Side Covers	1
8987	14ft 200V 30A 3 Ph Cord	1
9117	U02 Capacity Marker - 1097 MIPS / 137 MSU's	1
9896	On/Off COD authorization	1
9898	Perm upgr authorization	1
9900	On-Line CoD Buying (Flag)	1
9969	Site Tool Kit	1

REQUEST FOR QUOTATION
Mainframe, Tape Library, and DASD Maintenance (OT22030)

Appendix C

EMC VMAX DASD HARDWARE LIST

Serial Number	HW Identifier	Model Number	Model Description	Qty
HK192606633	HK192606633	S2-3D	VMAX 20K DELTA INFRAS	1
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	7
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	6
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	6
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	6
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	7
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	6
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	7
HK192606633	HK192606633	MF4151461B	VMAX 20K 4G 15K146GB DRV	7
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	6
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	6
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	7
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	7
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	7
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	7
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	6
HK192606633	HK192606633	MF415300B	VMAX 20K 4G 300GB DRV	6
HK192606633	HK192606633	S2-64D-BASE	VMAX 20K BASE-64GB WITH ENCRYPTION	1
HK192606633	HK192606633	S2-DB-DIR-3D	VMAX 20K SB DIR DELTA	1
HK192606633	HK192606633	S2-DB-SPS	VMAX 20K SB SPS	2
HK192606633	HK192606633	S2-DE15-DIR	VMAX 20K 15SLT DR ENCL	8
HK192606633	HK192606633	S2-FE00040E	VMAX 20K 8GB 4M FIC	2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mainframe Server, VTL, DASD Maintenance - Year 1				72612.00

Comm Code	Manufacturer	Specification	Model #
81112303			

Commodity Line Comments: See provided 12 month quote totaling \$72,612.00 highlighted on page 2 of the quote.

Extended Description:

Mainframe Server, VTL, DASD Maintenance - Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Server, VTL, DASD Maintenance - Year 2				72612.00

Comm Code	Manufacturer	Specification	Model #
81112303			

Commodity Line Comments: See provided 24 month quote totaling \$145,224.00 highlighted on page 2 of the quote.

Extended Description:

Mainframe Server, VTL, DASD Maintenance - Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Mainframe Server, VTL, DASD Maintenance - Year 3				72612.00

Comm Code	Manufacturer	Specification	Model #
81112303			

Commodity Line Comments: See provided 36 month year quote totaling \$217,836.00 highlighted on page 2 of the quote.

Extended Description:

Mainframe Server, VTL, DASD Maintenance - Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Mainframe Server, VTL, DASD Maintenance - Year 4				72612.00

Comm Code	Manufacturer	Specification	Model #
81112303			

Commodity Line Comments: See provided 48 month quote totaling \$290,448.00 highlighted on page 2 of the quote.

Extended Description:

Mainframe Server, VTL, DASD Maintenance - Year 4



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Park Place Technologies, LLC Curvature LLC PPT Holdings I, LLC 5910 Landerbrook Drive Mayfield Heights, OH 44124	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Fire Insurance Company of Hartford</td><td></td><td>20478</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td></td><td>35289</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: National Fire Insurance Company of Hartford		20478	INSURER B: Continental Insurance Company		35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B: Continental Insurance Company		35289																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W22783218**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	6081710698	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 15,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6081710653	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 6 81710667	11/05/2021	11/05/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
B	<input checked="" type="checkbox"/> Workers Compensation & Employers Liability - CA Per Statute		WC 6 81710670	11/05/2021	11/05/2022	EL Each Accident \$1,000,000
	EL Disease - Ea Emp. \$1,000,000					
	EL Disease - Pol Limit \$1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is included as an Additional Insured as respects to General Liability as required by a written contract per the policy terms.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia Department of Administration-Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Andrew Dem</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2813656

DATE (MM/DD/YYYY)
11/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON AFFINITY, LLC
P.O. BOX 879610
KANSAS CITY, MO 64187-9610

CONTACT NAME: LOCKTON AFFINITY, LLC

PHONE
(A/C, No, Ext): 888-828-8365

FAX
(A/C, No): 913-652-7599

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Old Republic Insurance Company

24147

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Park Place Technologies LLC
500 Donald Lynch Blvd
Marlborough, MA 01752-4716

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER: <input type="checkbox"/>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	L478908-21	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1K90

POLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOBS PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.

Additional Insured: State of West Virginia - Department of Administration-Purchasing Division

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pat D. O'Hanlon

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