



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

State of West Virginia Master Agreement

Order Date: 04-09-2024

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:	CMA 0210 0210 ISC2300000006 3	Procurement Folder:	1213409
Document Name:	CO2: Emergency Contract for Mainframe as a Service (OT24139)	Reason for Modification:	Change Order 2 is issued at the request of the CIO to incorporate two (2) SOWs.
Document Description:	CO2: Emergency Contract for Mainframe as a Service (OT24139)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-08-24
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-09-15

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000123446 ENSONO LLC 3333 FINLEY RD DOWNERS GROVE IL 60515 US Vendor Contact Phone: 6367515656 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov <div>24 FILE LOCATION</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

6/10/24 6c

Total Order Amount:

Open End

Purchasing Division's File Copy

TLW 4/30/24

PURCHASING DIVISION AUTHORIZATION
DATE: 6/10/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 6/17/2024
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 6/18/24
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order 2

Change Order 2 is issued at the request of the West Virginia Office of Technology's CIO to incorporate two (2) additional Statements of Work.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81111802			EA	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Mainframe as a Service - See attached proposal

Extended Description:



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Heather Abbott
Chief Information Officer

TO: Toby Welch, Senior Buyer
West Virginia Purchasing Division

FROM: Andrew Lore, IT Procurement & Business Services Manager
West Virginia Office of Technology

SUBJECT: Agency Request Memo – CMA ISC23*06 Change Order 2 –Mainframe as a Service

DATE: April 3, 2024

The West Virginia Office of Technology (WVOT) is requesting approval of the above Change Order in to incorporate two (2) Statements of Work. The first SOW (labeled 'Change Order 9') further clarifies Ensono's and the WVOT's responsibilities for WVOT-used software. This Change Order results in a one-time cost of approximately \$198,000. The second SOW (labeled 'Change Order 10') is an updated version of an already-approved SOW, which adds a one-time decommissioning fee of \$22,569, but lowers the monthly costs to the State: \$59,084 v. \$44,804 for the remainder of the agreement.

The WVOT's Chief Information Officer and Chief Digital Officer have both approved these requests.

Please let me know if you have any questions or need anything additional to support this request.



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SOW Change Order #9 – Mainframe Managed Services

1. Introduction and Summary of Changes

This Change Order ("**Change Order**") to the Statement of Work - Mainframe Managed Services having a SOW Effective Date of August 24, 2022 (the "**SOW**") and governed by that certain Participating Addendum having an Effective Date of August 24, 2022 (the, "**Agreement**"), is entered into as of November 07, 2023 ("**Change Order Effective Date**"), by and between State of West Virginia ("**Client**" or "**State of West Virginia**") and Ensono, LLC ("**Ensono**"). This Change Order sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this Change Order, the "**Services**").

2. Summary of Changes

The parties agree that upon the Change Order Effective Date, the SOW as may have been previously amended, shall be further amended as follows:

- A. Exhibit D (Service Description - Mainframe ISV Software Optimization Service) of the SOW is hereby deleted in its entirety and replaced with a new Exhibit D (Service Description – Mainframe ISV Software Optimization Service) and its attachments and appendices, all attached hereto and reference below:
 - Attachment 1: CA to IBM Software Product SWAP Service
 - Appendix 1: Training Plan
 - Attachment 2: IBM Db2 Tool and Query Management Facility Services
 - Appendix 1, IBM Db2 Tools Training Overview
 - Appendix 2, IBM QMF Training Overview
 - Attachment 3: ISV Software in Scope of Services
 - Attachment 4: Project Timeline
- B. Section 5(i) of the SOW is hereby amended by adding the following approved subcontractors, deemed approved by Client for the purposes of this Change Order:
 - Vertali LTD ("Vertali") (utilizing UK and US resources)
 - Rocket Software, Inc. ("Rocket") (utilizing US resources)
- C. For the Services set forth in Exhibit D (Mainframe ISV Software Optimization Service), the following are considered Client responsibilities:
 - i. Client is solely responsible for all communication with Broadcom concerning Client's Broadcom agreement.
 - ii. Client is solely responsible for any non-mainframe Broadcom products.
 - iii. Client is solely responsible for the removal of any non-mainframe Broadcom products.
 - iv. Client is solely responsible for making all Client end users aware of the product replacements and receiving input to any application dependencies.
 - v. Client is responsible for all application code changes and testing.
 - vi. Client is responsible for responding within 24 business hours to written requests directly tied to this Service.
- D. For the Services set forth in Exhibit D (Mainframe ISV Software Optimization Service), the following are considered Ensono responsibilities:
 - i. Ensono will support Client in providing Client with standard Ensono mainframe software reports as reasonably requested.



- ii. Ensono will provide monthly TADz reports during the time period beginning January 1, 2024 and the conclusion of the project. The report will include 90 days of usage information and User ID information. Ensono will provide monthly SCRT reports beginning December 2023 and until the conclusion of the project.
- E. Client acknowledges and agrees that in performance of the Services within Exhibit D, Ensono and its subcontractors will not have access to any sensitive or personally identifiable information from the State, including but not limited to federal tax information or personal health information.
- F. For the Mainframe ISV Software Optimization Service described in Exhibit D, Client will pay Ensono an additional one-time charge of \$198,864.54, due upon signature of this Change Order. For avoidance of doubt, the Recovery of Costs for Services Provided, the monthly invoice of \$63,315.40 for the NRC of \$1,519,569.60 and the monthly MRC payments of \$9,908.82 remain unchanged.

3. Miscellaneous

Unless specified to the contrary in this Change Order, all capitalized terms are as defined within the SOW. Except as amended by this document, all the other terms and conditions of the SOW shall remain in full force and effect and shall apply equally to this Change Order. This Change Order may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprise the final executed and binding Change Order.

IN WITNESS WHEREOF, Client and Ensono have agreed to this Change Order as of the Change Order Effective Date.

ENSONO, LLC

DocuSigned by:

Jennifer Catalan

758383D18188402...

Signature

Jennifer Catalan

Printed Name

Senior Corporate Counsel

Title

14 November 2023

Date

STATE OF WEST VIRGINIA

Jamison S Mitchell

Signature

Jamison S Mitchell

Printed Name

Chief Digital Officer

Title

16 November 2023

Date



Exhibit D – Service Description – Mainframe ISV Software Optimization Service

Exhibit D consist of:

- Attachment 1: CA to IBM Software Product SWAP Service
 - Appendix 1: Training Plan
- Attachment 2: IBM Db2 Tool and Query Management Facility Services
 - Appendix 1, IBM Db2 Tools Training Overview
 - Appendix 2, IBM QMF Training Overview
- Attachment 3: ISV Software in Scope of Services
- Attachment 4: Project Timeline



Exhibit D, Attachment 1 – CA to IBM Software Product SWAP Service

Summary:

The tables listed below provide a solution and services scope framework to be performed by both Ensono and the Client. The tables below may represent a product or product suite that could be the replacement for multiple products or product suites and are not meant to represent a one-to-one list of titles being replaced.

1. Executive Summary

The Client has multiple Broadcom mainframe products that they need to migrate to the IBM or other equivalents and be decommissioned by the end of March 2024.

The products to be migrated and their replacements are:

Broadcom Product	Replacement Product
CA 1 Tape Management	IBM DFSMS/RMM
CA Librarian	IBM SCLM
CA Intertest for CICS	IBM Debug Tool
CA TPX Session Management	IBM CL/SuperSession
CA Vision:Sixty	IBM COBOL/Rexx/Utilities
CA Vision:Results	IBM COBOL/Rexx/Utilities

2. Technical Tasks

#	Tasks/ Phases
1	<p>Planning and Design</p> <p>Conduct workshops for each of the following migrations and processes:</p> <ul style="list-style-type: none"> CA 1 to RMM. Librarian to SCLM. Intertest for CICS to Debug Tool. Vision:Sixty and Vision:Results to IBM COBOL/Rexx/Utilities. TPX to CL/SuperSession. Project governance. <p>The purpose of the workshops will be to:</p> <ul style="list-style-type: none"> Establish an understanding of how each of the migrations will be performed. Establish relationships between the Ensono and State of West Virginia teams. Provide an overview of how the migrations will be performed so that a common understanding can be established. Identify additional risks and concerns from all parties. <p>Create a Draft Detailed Design Document which will include, for each migration, but not be limited to:</p> <ul style="list-style-type: none"> Current Broadcom product architecture and configuration. Required target product architecture and configuration. Migration tasks and methodology. Conversion process. Estimates of Ensono and State of West Virginia effort broken down by technical area/teams. Testing plan. Training plan.



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	<ul style="list-style-type: none"> High level implementation plan or approach that will be completed in detail later in the project. <p>Create a Detailed Project Plan which will include for each migration:</p> <ul style="list-style-type: none"> The tasks and phases for each migration. Milestones for key stages and deliverables. Target implementation dates. Ensono and State of West Virginia resource estimates. External dependencies such as: <ul style="list-style-type: none"> Change freeze periods. Key State of West Virginia dates where changes are not desirable. <p>Ensono will be responsible for performing the above tasks and the State of West Virginia will assist with the above tasks in the following areas:</p> <ul style="list-style-type: none"> Ensure key staff attend the workshops. Be available to assist with the detailed investigations when required. Review and sign off the deliverables produced from the above tasks.
2	<p>Installation and Configuration Ensono will perform the following actions:</p> <p>Install each of the target products into the sysprog environment if they do not already exist.</p> <p>Configure each of the target products in the sysprog environment ready for migration.</p> <p>Perform basic testing of the target products in the sysprog environment to verify product installation and configuration.</p> <p>Implement the configured target products into the initial testing environment(s).</p> <p>Ensono will provide access to the sysprog environment(s) to perform the installations.</p>
3	<p>Conversion – Ensono will perform the following tasks.</p> <p>CA 1 to RMM Conversion</p> <ul style="list-style-type: none"> Convert the tape entries in the existing CA 1 tape databases to the equivalent in RMM. Convert all existing CA 1 reports to RMM equivalent reports. Create test cases to perform the testing of the converted tape databases and the reports. Ensono will assist with the creation of test cases for the testing of the converted tape databases and the reports. <p>Librarian to SCLM Conversion</p> <ul style="list-style-type: none"> Migrate all elements in the Librarian repository to the SCLM repository. Convert all Librarian lifecycle procedures specified in the Detailed Design Document to SCLM. i.e.: <ul style="list-style-type: none"> Assemblies. Compiles. Link-edits. CICS procedures Db2 binds, Etc. Perform basic testing of the converted procedures and remediate any errors. Create test cases to perform the testing of the converted procedures and migrated elements.



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	<ul style="list-style-type: none"> The State of West Virginia will assist with the creation of test cases for the testing of the converted procedures and migrated elements. <p>Interrest for CICS to Debug Tool Conversion</p> <ul style="list-style-type: none"> Convert all the in scope Interrest for CICS scripts to Debug Tool scripts as specified in the Detailed Design Document. Create test cases to perform the testing of the converted Interrest for CICS scripts. The State of West Virginia will assist with the creation of test cases for the testing of the converted Interrest for CICS scripts. <p>TPX to CL/SuperSession Conversion</p> <ul style="list-style-type: none"> Convert all TPX exits specified in the Detailed Design Document to CL/SuperSession exits performing the same functionality. Convert all TPX scripts specified in the Detailed Design Document to CL/SuperSession scripts performing the same functionality. Convert all TPX panels specified in the Detailed Design Document to CL/SuperSession panels performing the same functionality. Perform basic testing of the converted exits, scripts and panels and remediate any errors. Create test cases to perform the testing of the converted exits, scripts and panels. The State of West Virginia will assist with the creation of test cases for the testing of the converted exits, scripts, and panels. <p>Vision:Sixty and Vision:Results to IBM COBOL/Rexx/Utilities Conversion</p> <ul style="list-style-type: none"> Convert all the in scope Vision:Sixty and Vision:Results modules to COBOL, Rexx or suitable utility as specified in the Detailed Design Document. Ensure a clean compile is achieved. Create test cases to perform the testing of the converted Vision:Sixty and Vision:Results modules. The State of West Virginia will assist with the creation of test cases for the testing of the converted Vision:Sixty and Vision:Results modules.
4	<p>Training</p> <ul style="list-style-type: none"> Ensono will execute the training plan as specified in the Detailed Design Document. Training for different products may occur at different stages of the project the schedule will be specified in the Detailed Project Plan. An initial proposed training plan is detailed in Appendix 1 Training Plan. This may change after the Detailed Design Phase is complete and the exact training required can be finalized.
5	<p>Testing – The following testing will be performed by Ensono except as indicated below:</p> <p>CA 1 to RMM Testing</p> <ul style="list-style-type: none"> Testing of each converted RMM tape database will be performed in the implementation window for each database. <p>Librarian to SCLM Testing</p> <ul style="list-style-type: none"> State of West Virginia will execute the test scripts created during the Conversion Phase. Support the execution of the test scripts. Remediate any issues identified during the testing. Support any retesting. <p>Interrest for CICS to Debug Tool Testing</p> <ul style="list-style-type: none"> State of West Virginia will execute the test scripts created during the Conversion Phase.



	<ul style="list-style-type: none"> • Support the execution of the test scripts. • Remediate any issues identified during the testing. • Support any retesting. <p>TPX to CL/SuperSession Testing</p> <ul style="list-style-type: none"> • State of West Virginia will execute the test scripts created during the Conversion Phase. • Support the execution of the test scripts. • Remediate any issues identified during the testing. <p>Support any retestin</p> <p>Vision:Sixty and Vision:Results to IBM COBOL/Rexx/Utilities Testing</p> <ul style="list-style-type: none"> • State of West Virginia will execute the parallel test scripts created during the Conversion Phase. • Support the execution of the parallel test scripts. • Remediate any issues identified during the parallel testing. • Support any parallel retesting.
6	<p>Implementation – Ensono will perform the following implementation except for where indicated.</p> <p>CA 1 to RMM Implementation</p> <ul style="list-style-type: none"> • State of West Virginia will perform the change control for the implementation. • State of West Virginia will execute the test scripts created during the Conversion Phase in the implementation window. • Support the execution of the test scripts. • Remediate any issues identified during the testing, this may require a new implementation window. • Support any retesting. • Provide post implementation support for a period of 30 days. <p>Librarian to SCLM Implementation</p> <ul style="list-style-type: none"> • State of West Virginia will perform the change control for the implementation. • Provide post implementation support for a period of 30 days. <p>Interrest for CICS to Debug Tool Implementation</p> <ul style="list-style-type: none"> • State of West Virginia will perform the change control for the implementation. • Provide post implementation support for a period of 30 days. <p>TPX to CL/SuperSession Implementation</p> <ul style="list-style-type: none"> • State of West Virginia will perform the change control for the implementation. • Provide post implementation support for a period of 30 days. <p>Vision:Sixty and Vision:Results to IBM COBOL/Rexx/Utilities Implementation</p> <ul style="list-style-type: none"> • State of West Virginia will perform the change control for the implementation, which will be in phases as specified in the Detailed Design Document and Implementation Plan. • Provide post implementation support for a period of 30 days after the last implementation.

3. Solution Scope & Assumptions

The following Technical Quantities provide scope boundaries in which the Charges are based upon. If the actual quantities have a variance greater than +10%, a Change Order will be required. The Software Scope Versions shall be determined during the validation of the design and if updates or upgrades are required/pre-requisites to conduct the software conversion, a Change Order may be required.



a. Technical Quantities

Components	Quantity
CA 1 tape databases	1
CA 1 tape volumes	199,999
CA TPX application ids	100
CA TPX exits	4
CA Vision:Sixty and CA:Vision: Results modules	140

b. Software Scope Versions

Current Products	Versions
CA 1 Tape Management	TBD
CA Librarian	TBD
CA Intertest for CICS	TBD
CA TPX Session Management	TBD
CA Vision:Sixty	TBD
CA Vision:Results	TBD

Target Products	Versions
IBM DFSMS/RMM	TBD
IBM Debug Tool	TBD
IBM Software Configuration and Library Manager (SCLM)	TBD
IBM COBOL/Rexx/Utilities	TBD
IBM CL/SuperSession	TBD

4. Deliverables

The following deliverables will be provided by Ensono:

#	Deliverables
1	Detailed Design Document The Detailed Design Document may contain, but not be limited to: <ul style="list-style-type: none"> Current Broadcom product architecture and configuration. Required target product architecture and configuration. Migration tasks and methodology. Conversion process. Estimates of State of West Virginia effort broken down by technical area/teams. Testing plan. Training plan. High level implementation plan or approach that will be completed in detail later in the project.
2	Detailed Project Plan Including for each migration, but not be limited to: <ul style="list-style-type: none"> The tasks and phases for each migration. Milestones for key stages and deliverables. Target implementation dates. Ensono and State of West Virginia resource estimates. External dependencies such as: <ul style="list-style-type: none"> Change freeze periods. Key State of West Virginia dates where changes are not desirable.
3	Implementation Plans A detailed implementation plan for each product containing, but not limited to:



	<ul style="list-style-type: none">• Implementation dates.• Planned resources. <p>Risks and mitigating actions.</p>
4	<p>Product Migrations</p> <p>The following products and quantities implemented into production replacing the CA product functionality.</p> <ul style="list-style-type: none">• IBM RMM – 1 tape database and 199,99 volumes.• IBM Debug Tool• IBM SCLM• IBM COBOL/Rexx/Utilities – 140 modules.• IBM CL/SuperSession – 4 exits• IBM CL/SuperSession – 100 applications.



Exhibit D, Attachment 1, Appendix 1 – Training Plan

This may be revised after the Detailed Design Phase.

IBM Product	Audience	Topics	Duration	Delivery
IBM DFSMS/RMM	Storage and z/OS Systems Programmers	DFSMSrmm Overview DFSMSrmm System Definition Authorization & Security Resource Definitions and Management Retention & Movement Management Utilities to Manage the Inventory CDS Maintenance & Recovery	1 day	Online training with trainer
IBM SCLM	Applications Support, Operations Support	Overview Project Definition Using the ISPF Editor Build Function Promote Function Utilities Reports	0.5 day	Online training with trainer
IBM Debug Tool	CICS Systems Programmers, Applications Support	Overview Setting breakpoints Debugging CICS programs Interfaces Utilities	1 day	Online training with trainer
IBM CL/SuperSession	z/OS Systems Programmers	Overview Configuration Setting Up Security Defining Applications User Administration Functions Table and Profile Utilities	0.5 day	Online training with trainer
IBM COBOL/Rexx/Utilities	Applications Support, Operations Support	Overview of what has been converted to which utility. Which utilities to use	0.5 day	Online training with trainer



Exhibit D, Attachment 2 – IBM Db2 Tools and Query Management Facility Services

Project Scope

Ensono and Client acknowledge that Ensono will perform services in Client's production and non-production environments.

Conversion Discovery, Preparation, and Planning. Ensono will facilitate discovery, design, and planning sessions with the Client to document relevant current state settings, requirements, product features and components, and future state design of the IBM Db2 Tools and IBM QMF solutions ("**Conversion Plan**").

- Client and Ensono acknowledge that limited information is available to Ensono concerning third-party artifacts to be converted to IBM QMF. Ensono's Project estimate of effort and timeline are based upon assumptions concerning the quantity, complexity, validity, and standardization of third-party artifacts to be converted.
- Ensono, with direction and in conjunction with Client, will perform analysis to identify artifacts to be converted to IBM QMF, and which can be converted in an automated manner. Artifacts requiring conversion will be prioritized by the Client.
- Ensono will present to the Client an estimated level of effort to perform manual conversion activities. Should manual conversion level of effort be deemed a risk to Project timeline or scope, Ensono and Client will work together to prioritize and develop mitigation plans.
- The Project estimate of effort and timeline are based upon Ensono's assumption that manual conversion effort is limited to no more than fifty (50) artifacts. Effort toward manual conversion exceeding that limit may impact Project timeline and scope and may require an Amendment.

Software Replacement Table

The following table identifies CA Broadcom to IBM Product conversions to be executed:

Broadcom Product	IBM Product
CA Plan Analyzer for DB2 for z/OS	IBM Db2 SQL Performance Analyzer
CA Report Facility	Query Management Facility (QMF)
CA Subsystem Analyzer*	IBM Db2 Query Monitor
CA Detector*	
Batch Processor Unicenter	Db2 Administration Tool
Bind Analyzer*	
CA Partition Expert*	
CA Interactive SQL	
RBP RC/Secure Unicenter	
RCS RC/QUERY Unicenter	
RCQ RC/Migrator Unicenter RCM	
RC/Update Unicenter RCU	Db2 Table Editor
CA Recovery Analyzer*	Db2 Recovery Expert
CA Log Analyzer*	Db2 Log Analysis Tool
CA Database Analyzer*	Db2 Automation Tool

*These products have been designated as decommission only by Client. Ensono is including these for reference only yet, if during the planning phase a need for these products is determined by the Client, a Change Request will be required to bring these products in scope but there will not be an additional charge to the Client.

Project Activities

Initiation and Planning Phase



Ensono will conduct meetings to discuss the Client objectives as set forth below:

- Anticipated outcomes for the Project (including training goals and desired outcomes).
- High level anticipated schedule for Project Deliverables.

Delivery Phase – Project Activities – IBM Db2 Tools Conversion Assistance and Training

Project Activities

Products: Under this activity, but only with Client's full cooperation, Ensono will perform Services related to the following install, conversion, configuration of Broadcom to IBM products:

Non-Production Environment Implementation: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Ensono will perform the installation and configuration of IBM Db2 Tools products identified in the table above in a Client non-production environment(s) per the Conversion Plan.
- Ensono will leverage the IBM Tools Customizer ("TCz") to perform this activity.
- Ensono will validate and test the implementation of the IBM Db2 Tools products.

Client will validate the implemented IBM Db2 Tools solution prior to conversion activities.

- Ensono will perform the conversion to the in-scope IBM Db2 Tools in the Client non-production environment.

Parties will follow the Change Process in the promotion of converted objects and changes to higher environments.

IBM Db2 Tools Training: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Ensono will provide guidance to the Client to develop a training plan inclusive of courses described in Appendix 1 – IBM Db2 Tools Training Overview. The training plan will include identified participants, cadence, and anticipated schedule ("**Db2 Tools Training Plan**").
- Client will ensure the availability of Client staff to participate in training as scheduled and assigned in the Db2 Tools Training Plan.
- Ensono will conduct remote training sessions per the Db2 Tools Training Plan.

Production: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Ensono will provide best practice guidance to the Client to develop a production implementation plan. The plan will include the necessary steps to promote the IBM Db2 Tools solution to Client's production environment ("**IBM Db2 Tools Implementation Plan**").
- Ensono will provide best practice guidance related to IBM Db2 Tools to the Client in the development of the plan.
- Per mutual agreement, tasks will be assigned to the appropriate personnel and time estimates and/or target dates will be defined for each task.
- Parties will follow the Change Process in the promotion of converted objects and changes to higher environments.

Client is responsible for validation, and approval of the plan.



Ensono, with guidance from Client, will perform the tasks assigned to Ensono per the IBM Db2 Tools Implementation Plan.

Ensono will provide guidance and assistance to the Client to validate the implementation of IBM Db2 Tools solution in the production environment.

The Client is responsible for plans and activities related to decommissioning of third-party software replaced by the IBM Db2 Tools solution.

Project Deliverables

- IBM Db2 Tools Products identified in Software Replacement Table are implemented in Client non-production environments and verified ready for training by the Client.
- IBM Db2 Tools training provided per the Db2 Tools Training Plan.
- IBM Db2 Tools solution is implemented in Client production environment, validated and ready for use by Client.

Delivery Phase – IBM QMF Conversion Assistance and Training

Project Activities

IBM QMF Installation and Configuration: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Ensono will perform the installation and configuration IBM QMF product in a Client non-production environment or as agreed and documented in the Conversion Plan.
- Ensono will validate and test the implementation of the IBM QMF solution.

Client will validate the implementation of IBM QMF solution prior to conversion activities.

Conversion to IBM QMF: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Parties will follow the Change Process in the promotion of converted objects and changes to higher environments, if applicable.
- Ensono will leverage a proprietary utility to automate the conversion of artifacts to IBM QMF
- Ensono will perform manual conversion to IBM QMF artifacts as agreed to be in scope
- Client will support conversion efforts, assisting in problem identification and mitigation activities as required.
- Ensono will make reasonable efforts to mitigate conversion related issues.
- Client is responsible for validation and acceptance of IBM QMF artifacts.

IBM QMF Training: Under this activity, but only with Client's full cooperation, Ensono will perform Services which include the following tasks:

- Ensono will provide guidance to the Client to develop a training plan inclusive of courses described in Appendix 2 – IBM QMF Tools Training Overview. The training plan will include identified participants, cadence, and anticipated schedule and is limited to no more than forty (40) hours of training time ("**QMF Training Plan**").
- Client will ensure the availability of Client staff to participate in training as scheduled and assigned in the QMF Training Plan.



- Ensono will conduct remote training sessions per the QMF Training Plan.

Project Deliverables

- IBM QMF is implemented in Client's environment(s) as agreed. IBM QMF solution is verified ready for use by the Client.
- IBM QMF training provided per the QMF Training Plan.
- Artifacts identified In the Software Replacement Tab are converted to IBM QMF, validated, accepted, and ready for use by the Client.

Client Responsibilities

Client Project Management Activities

- Securing the appropriate resources to support the success of the Project, including Client decision makers, technical experts, operations, and administrators.
- Serving as the interface between Ensono and Client stakeholders and interested parties relative to the Project.
- Participating in Project planning and status meetings.
- Obtaining and providing requested information, data, and decisions within the agreed timeframes.
- Helping resolve Project issues and escalating issues within the Client's organization, as necessary.

Client's Other Responsibilities

- Provide Ensono with access to Client resources, as determined and identified by Rocket, when required to make decisions and address technical and business issues for the Project.
- Ensure appropriate Client resources are readily available and reasonably involved to make all decisions in a timely manner, including final decisions, regarding the Project solution and technical architectures.
- Client shall perform functional and user acceptance testing of the Client configuration of the Ensono solution.



Exhibit D, Attachment 2 - Appendix 1 - IBM Db2 Tools Training Overview

All training must be completed within 15 days of project close.

IBM Product	Audience	Topics	Duration	Delivery
Db2 Query Monitor**	DBAs Db2 performance analyst Developers (likely a small subset)	Overview ISPF Interface Web Interface Db2 performance database * (Optional)	Approx. 4-5 Webex session (approx. 2 hours per session)	Slides & demo Recordings and slides provided after training session
Db2 SQL Performance Analyzer	DBAs Db2 performance analyst Developers (likely a small subset)	Use case overview Explain reports Comparison of access paths between various sources Assess impact of application changes and database changes Running in batch WHATIF analysis Copying statistics Integration with Admin Tool, Query Monitor, Omegamon Db2, QMF, ISPF EDIT	Approx. 1-2 Webex session (approx. 2 hours per session)	Slides & demo Recordings and slides provided after training session
DB2 Administration Tool	DBAs Developers for parts (likely a small subset)	Catalog Management Migrating Objects Object Comparison Change Management Process Batch Change Management Process * (Optional)	Approx. 6-8 Webex session (approx. 2-3 hours per session)	Slides & demo Recordings and slides provided after training session
Db2 Table Editor		Table Editor		
Automation Tool**	DBAs	Using Automation Tool (User interfaces, defining profiles, generating utility jobs, exception profiles)	Approx. 1-2 Webex demo session (approx. 2-4 hours per session) Hands on Lab	Slides & demo Recordings and slides provided after training session
Recovery Expert **	DBAs	Architectural Overview Application Recovery System Level Backups Disaster Recovery	Approx. 1-2 Webex demo session (approx. 4-6 hours per session) Hands on Lab	Slides & demo Recordings and slides provided after training session
Db2 Log Analysis Tool**	DBAs	Architectural Overview Audit Activity Recovery Activity Replication Activity	Approx. 1-2 Webex demo session (approx. 2-3 hours per session) Hands on Lab (approx. 4-6 hours)	Slides & demo Recordings and slides provided after training session

** If products are not needed due to no conversion to these products, training will not be provided.



**Exhibit D, Attachment 2 – Appendix 2 –
IBM QMF Training Overview**

IBM Product	Audience	Topics	Duration	Delivery
Query Management Facility (QMF)	Admins / Power Users / End Users	QMF Workstation / WebSphere Overview Setting Up and Install Considerations Getting Started Repositories v Repository Storage v datasources Working with Queries Filtering Data Analytical Queries	Approx. 4-6 Webex sessions (approx. 4-6 hours per session)	Master Set of Presentation Materials Prior to Training Session



Exhibit D, Attachment 3 – ISV Software in Scope of Services
Complete List of ISV SW In Scope
Data Source: IBM TADz Report as of 10/31/2023

Current Broadcom Product	Target Replacement Product	Change from Exhibit D, SOW Change Order Dated 12/19/22	Product SWAP Lifecycle Stages Provided
CA Interrest for CICS	IBM Debug Tool	No Change	Install, Conversion, Configuration, Decommission
CA Librarian	IBM SCLM	No Change	Install, Conversion, Configuration, Decommission
CA TPX	IBM CL/SuperSession	No Change	Install, Conversion, Configuration, Decommission
CA-1	IBM DFSMS/RMM	No Change	Install, Conversion, Configuration, Decommission
CA Report Facility	IBM DB2 Query Management Facility (QMF)	No Change	Install, Conversion, Configuration, Decommission
Plan Analyzer for DB2 for z/OS	IBM DB2 SQL Performance Analyzer	No Change	Install, Conversion, Configuration, Decommission
RC/Migrator Unicenter RCM	IBM DB2 Administration Tool	No Change	Install, Conversion, Configuration, Decommission
RC/QUERY Unicenter RCQ	IBM DB2 Administration Tool	No Change	Install, Conversion, Configuration, Decommission
RC/Secure Unicenter RCS	IBM DB2 Administration Tool	No Change	Install, Conversion, Configuration, Decommission
Batch Processor Unicenter RBP	IBM DB2 Administration Tool	No Change	Install, Conversion, Configuration, Decommission
RC/Update Unicenter RCU	IBM DB2 Table Editor	No Change	Install, Conversion, Configuration, Decommission
VISION: Results	IBM REXX/COBOL/Utilities	New Scope	Install, Conversion, Configuration, Decommission
VISION Report (also known as Vision SIXTY)	IBM REXX/COBOL/Utilities	New Scope	Install, Conversion, Configuration, Decommission
SYSVIEW Realtime Performance Management Option for CICS	Removed from Scope	Removed from Scope	Decommission Only
CA PMA (full name is CA PMA Chargeback)	Removed from Scope	Removed from Scope	Decommission Only
InfoRefiner MVS	Removed from Scope	Removed from Scope	Decommission Only
SYSVIEW Realtime Performance Management Option for DB2	No Conversion – No Replacement Product	New Scope	Decommission Only
CA LOOK	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Detector for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Endeavor Interface for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Fast Check for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Index Expert for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Log Analyzer for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Log Compress for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Partition Expert for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only
CA Recovery Analyzer for DB2 for z/OS	No Conversion – No Replacement Product	New Scope	Decommission Only



Make better happen

CA Subsystem Analyzer for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Bind Analyzer for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Database Analyzer for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Info Transport	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Optimizer Runtime	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom Data Dictionary/DB	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom Server	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom SQL	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom VSAM Transparency	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom/AD	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom/DB	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Dataquery for CA Datacom	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Compile/PRF	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Discovery & Analysis Utilities	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Fast Index for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Fast Load for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Fast Unload for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Insight Data Performance for DB2	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Intertest Batch	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Merge/Modify for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Optimizer	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Optimizer/II Runtime	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Package Analyzer for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Quick Copy	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Rapid Reorg	No Conversion - No Replacement Product	New Scope	Decommission Only
CA SQL Ease for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
CA SymDump Batch	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Tape Encryption	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Telon Application Generator	No Conversion - No Replacement Product	New Scope	Decommission Only
Data Navigatory for DB2 for z/OS and OS/390	No Conversion - No Replacement Product	New Scope	Decommission Only



Make better happen

Database Facility	No Conversion - No Replacement Product	New Scope	Decommission Only
CA RC/Extract for DB2 for z/OS	No Conversion - No Replacement Product	New Scope	Decommission Only
Software Delivery Manager (SDM)	No Conversion - No Replacement Product	New Scope	Decommission Only
CA Datacom CIC	No Conversion - No Replacement Product	New Scope	Decommission Only
Mainframe Chorus for DB Management	No Conversion - No Replacement Product	New Scope	Decommission Only
Interactive SQL	No Conversion - No Replacement Product	New Scope	Decommission Only
NSM DB Option	No Conversion - No Replacement Product	New Scope	Decommission Only
Object Framework Services	No Conversion - No Replacement Product	New Scope	Decommission Only
Unicenter Online Reorg	No Conversion - No Replacement Product	New Scope	Decommission Only



Exhibit D, Attachment 4 – Project Timeline

Software Optimization Work Streams		Weeks																				
		NOV				DEC				JAN				FEB				MAR				
Current Product	Target Product	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
CA 1 Tape Management	IBM DFSMS/RMM	Revised Planning and Design	Migration																			
CA Database Tools & Utilities	IBM Database Tools and Utilities		Migration																			
CA Intertest for CICS	IBM Debug Tool						Migration															
CA Librarian	IBM Software Configuration and Library		Migration																			
CA TPX Session Management	IBM CL/SuperSession						Migration															
CA Vision:Reports & Vision:Results	IBM COBOL		Migration																			
Various CA	Decom			Decomm																		

The timeline will be used as the starting point for tracking the project to competition. Weekly updates will be provided by Ensono to Client.



SOW Change Order #10 – DB2 Connect Unlimited for z/OS

1. Introduction and Summary of Changes

This Change Order (“**Change Order**”) to the Statement of Work - Mainframe Managed Services having a SOW Effective Date of August 24, 2022 (the “**SOW**”) and governed by that certain Participating Addendum having an

Effective Date of August 24, 2022 (the, “**Agreement**”), is entered into as of February 10, 2024 (“**Change Order Effective Date**”), by and between State of West Virginia (“**Client**”) and Ensono, LLC (“**Ensono**”). This Change Order sets forth the scope of work and terms and conditions applicable to the Services to be provided to Client by Ensono (for purposes of this Change Order, the “**Services**”).

Project Overview: Ensono shall upgrade the mainframe software product, IBM Db2 Connect for z/OS Unlimited and provide the companion product IBM Db2 Connect Unlimited Edition for System z Host Server License, (the “**Product**”) to Client as part of the Services. Following successful migration off Db2 Connect Gateway on zLinux, Ensono shall decommission zLinux and z/VM and reduce the baseline MRC unit charges accordingly.

2. Summary of Changes

The parties agree that upon the Change Order Effective Date, the SOW shall be amended as follows:

- i. The SOW, Section 3.2 (a) (Ensono Licensed Software) of Exhibit A-Hardware & Software Schedule is hereby updated to include the following additional software product at the end of the Mainframe Software table.

a. Mainframe Software

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION*	OWNER	MAINTENANCE FINANCIAL	MAINTENANCE OPERATIONAL
IBM	IBM Db2 Connect Unlimited Edition for System z Host Server License	Downers Grove, IL	Ensono	Ensono	Ensono

- ii. The SOW, Section 3.2 (a) (Ensono Licensed Software) of Exhibit A-Hardware & Software Schedule is hereby amended to delete the following software from the Mainframe Software table.

a. Mainframe Software

SOFTWARE MANUFACTURER	PRODUCT NAME	LOCATION*	OWNER	MAINTENANCE FINANCIAL	MAINTENANCE OPERATIONAL
IBM	IBM DB2 CONNECT UNLIMITED EDITION FOR SYSTEM Z FOR LINUX ON Z MILLIONS OF SERVICE UNITS PER HOUR LICENSE**	Downers Grove, IL	Ensono	Ensono	Ensono

- iii. Client will pay the following NRC for the Services set forth in Section 3 of this Change Order as of Change Order Effective Date:

SERVICE	NRC	MRC
Db2 Connect Installation/Decommission Services	\$22,569	n/a



iv. The SOW, Section 7 (a), Detailed Charges Schedule table under Exhibit E is hereby amended as follows:

SERVICE	CURRENT BASELINE	NEW BASELINE	CURRENT MRC	NEW MRC
MaaS - zLinux	1	0	\$588	\$0
MaaS – LPAR (changed from count of 3 to count of 2)	3	2	\$58,496	\$38,997
Db2 Connect Host Server (licensing/maintenance for 4 production Db2 subsystems (SYDK, SYDP, SYDA, SYDF))	0	4	\$0	\$5,807
Totals			\$59,084	\$44,804
Note: The New MRC and related Service baseline units will be effective and applicable after the installation, migration, and decommission Services is completed.				

3. Scope of Work

Ensono will provide the Services as detailed and describe below as of the Change Order Effective Date:

- 3.1 Procure and install Db2 Connect for z/OS and Host Server licenses on z/OS.
 - 3.1.1 Install/upgrade IBM Db2 Connect for z/OS on mainframe LPAR's (Ensono).
 - 3.1.2 Download application server client files/drivers from IBM PPA (Ensono) and provide to Client
 - 3.1.3 Install IBM Db2 Connect Server client files/drivers, and activate the Db2 Connect license, on application servers that need to connect to IBM Db2 on z/OS (Client - with initial guidance/KT from Ensono).
 - 3.1.4 Migrate all in-scope application servers to Db2 Connect on z/OS (Client).
 - 3.1.4.1 Ensono will assist in identifying in-scope application servers but cannot be held responsible for any negative impact which might be caused due to any servers which may not be known or unidentified.
 - 3.1.5 Decommission IBM Db2 Connect Gateway on z/Linux, z/Linux, and z/VM (Ensono - Db2 Connect Gateway assumed to be the last application running on the platform).

4. Assumptions

- 4.1 Db2 Connect Gateway on zLinux is the last active application in the Client z/VM and z/Linux environments.
- 4.2 Ensono will assist in identifying in-scope application servers but cannot be held responsible for any negative impact, financial or otherwise, which might be caused due to any servers which may not be known or unidentified.
- 4.3 Client is responsible for all in-scope application server hands-on technical work required for the migration.
- 4.4 A total of 4 production Db2 subsystems (SYDK, SYDP, SYDA, SYDF) will require client server access using Db2 Connect on z/OS.



5. Service Term

The Services under this Change Order will commence on the Change Order Effective Date and shall be co-terminus with the SOW.

6. Miscellaneous

Unless specified to the contrary in this Change Order, all capitalized terms are as defined within the SOW. Except as amended by this document, all the other terms and conditions of the SOW shall remain in full force and effect and shall apply equally to this Change Order. This Change Order may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprise the final executed and binding Change Order.

IN WITNESS WHEREOF, Client and Ensono have agreed to this Statement of Work as of the SOW Effective Date.

Ensono, LLC

DocuSigned by:

Sumit Kumar

70C3B081945A4B6...

Signature

Sumit Kumar

Printed Name

Legal Counsel

Title

13 March 2024

State of West Virginia

Jamison S Mitchell

Signature

Jamison Mitchell

Printed Name

WVOT Chief Digital officer

Title

Certificate Of Completion

Envelope Id: DE98473AE2D744DFB1AA122624720E77

Status: Sent

Subject: Complete with DocuSign: State of West Virginia_SOW Change Order_DB2 Connect for z_OS_0000002094...

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sumit Kumar

AutoNav: Enabled

1000 SWN Drive, Suite 401

Envelopeld Stamping: Enabled

Conway, AR 72032

Time Zone: (UTC-06:00) Central Time (US & Canada)

sumit.kumar@ensono.com

IP Address: 106.213.80.154

Record Tracking

Status: Original

Holder: Sumit Kumar

Location: DocuSign

3/13/2024 6:45:50 AM

sumit.kumar@ensono.com

Signer Events

Keith Miller

Keith.Miller@Ensono.com

Security Level: Email, Account Authentication
(None)**Signature****Completed**

Using IP Address: 76.141.102.10

Timestamp

Sent: 3/13/2024 6:54:00 AM

Resent: 3/13/2024 7:05:38 AM

Viewed: 3/13/2024 7:43:58 AM

Signed: 3/13/2024 9:50:00 AM

Electronic Record and Signature Disclosure:

Accepted: 10/20/2020 2:29:22 PM

ID: 5bf41627-e920-4701-9dc1-df76ff3c525c

Sumit Kumar


sumit.kumar@ensono.com

Legal Counsel

Ensono

Security Level: Email, Account Authentication
(None)

DocuSigned by:


70C380819454MB6...

Sent: 3/13/2024 9:50:01 AM

Viewed: 3/13/2024 9:53:40 AM

Signed: 3/13/2024 9:53:52 AM

Signature Adoption: Pre-selected Style

Using IP Address: 106.213.80.154

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jamison Mitchell

Jamison.S.Mitchell@wv.gov

WVOT Chief Digital Officer

Security Level: Email, Account Authentication
(None)

Sent: 3/13/2024 9:53:53 AM

Viewed: 3/13/2024 9:54:50 AM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2022 12:45:33 PM

ID: c9282c4e-4be5-4d6a-9923-0d85d70dba09

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Jim Foley Jim.Foley@Ensono.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tom Allen Tom.O.Allen@wv.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lex Conejo Alejandro.Conejo@Ensono.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/6/2024 3:01:59 PM ID: 98193553-ab93-4848-bbea-0117dd7bc836		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2024 6:54:00 AM
Envelope Updated	Security Checked	3/13/2024 7:05:37 AM
Envelope Updated	Security Checked	3/13/2024 7:05:37 AM
Certified Delivered	Security Checked	3/13/2024 9:54:50 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ensono, L.P. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Ensono, L.P.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.mckown@ensono.com

To advise Ensono, L.P. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.mckown@ensono.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Ensono, L.P.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to michelle.mckown@ensono.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ensono, L.P.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to michelle.mckown@ensono.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Ensono, L.P. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Ensono, L.P. during the course of my relationship with you.



Lore, Andrew C <andrew.c.lore@wv.gov>

Re: Mainframe software bids

1 message

Shears, Meghan <meghan.shears@wv.gov>
To: "Lore, Andrew C" <andrew.c.lore@wv.gov>

Wed, Apr 3, 2024 at 11:52 AM

I support your concerns and will add this to the previous documentation.

Thank you,
Meghan

On Wed, Apr 3, 2024 at 7:58 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Good morning, Meghan,

Given our office's continued direction with the Ensono contract, and because we have processed a number of Change Orders since the last email, I wanted to put this back in your inbox. While we've had multiple face-to-face conversations about this contract, I wanted to reiterate, in writing, that I am in no way responsible for this contract or its associated Change Orders, nor does my processing the requests constitute my agreement. Thank you for your understanding.

Andrew Lore

IT Procurement & Business Services Manager/ISMIII



On Wed, Oct 26, 2022 at 11:05 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Meghan,

I would like to document, in writing, that I am in no way responsible for, a part of, or in agreement with ANY solicitation, contract, or change order related to the hosted mainframe. While I will process OASIS documents as directed, that does not indicate my approval or agreement.

Andrew Lore

WVOT Procurement Manager/ISMII



----- Forwarded message -----

From: **Jones, Jennelle H** <Jennelle.H.Jones@wv.gov>
Date: Wed, Oct 26, 2022 at 10:56 AM
Subject: Re: Mainframe software bids

To: Lore, Andrew C <andrew.c.lore@wv.gov>
Cc: Tom O Allen <tom.o.allen@wv.gov>

Certainly. And Tom and I were discussing having a meeting so that the 3 of us could discuss, so that is something we can get scheduled.

In the meantime...

There is some software that is needed for the mainframe. I'm not sure if it is needed because of the migration, or would be needed either way.

A solicitation has gone out for bids for the software and bids were received. All of the bids were significantly more than what Ensono has since told us they could sell it to us for (as a reseller).

Regardless of where we buy the software, Ensono will do the installation of it, which is accounted for in the SOW currently.

Tom, what have I missed? And we should probably discuss via Google meet.

On Wed, Oct 26, 2022 at 10:49 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Jennelle,

I don't know anything about this, so it's hard for me to form an opinion. Can you provide context/background?

Andrew Lore

WVOT Procurement Manager/ISMII



On Wed, Oct 26, 2022 at 9:23 AM Jones, Jennelle H <Jennelle.H.Jones@wv.gov> wrote:

Hi Tom,

I was thinking about your questions about the mainframe software solicitation yesterday. It would definitely help me to get my arms around it, just to get a little more info first and kind of think through this. I've also cc'ed Andrew here for his thoughts.

So, we've looked at bids for the software needed for the mainframe project and they are all well over the price that Ensono has told us they can get the software on our behalf for, and Ensono did not bid or have their sub bid on this.

My first thought was to see if we could take the price that Ensono is quoting and ask the vendors that did submit a bid to match that. But I'm not totally sure that is allowed, the more that I think about it.

Can we bill our client agencies for the cost of this software--is it something that would be built into the rate for mainframe services, or do we have to absorb this cost? I know you said it is close to half a million dollars.

Would we be able to deal directly with Ensono's sub, or in order to get the price they are quoting us, do we have to go through Ensono?

If we can deal directly with them, I wonder if they would even bid?

Could Ensono bid on this as a reseller? If it doesn't really matter who we get the software from and Ensono would have no advantage, I don't see any issue with this.

Right now, I can think of 5 options--

Cancel and rebid (if the sub or Ensono is interested in bidding)

Just award and pass the increased cost onto our client agencies

Do a change order to the SOW to allow Ensono to sell it to us without a solicitation

A direct award to Ensono if we can show that the price makes it unreasonable to award to another vendor

Ask the vendors that did bid for a best and final offer, since we know it can be bought at a lower price.

Andrew, are there any other ways you can think of to solve this issue?

I think justifying the change order could be the riskiest because it's a lot of money and may cause some scrutiny from Purchasing or others. The one thing that may actually help here is that this purchase as a whole is an emergency, which provides more latitude to the agency in defining the scope.

Proving that it is unreasonable to award to any other vendor and doing a direct award to Ensono might be difficult. Purchasing has eased the bar in justifying a direct award in the past few years, but I'm unsure if price is a justification. Additionally, I'm not sure how this being an emergency purchase to begin with plays into it.

I am remiss to pass half a million dollars onto our client agencies (especially since it is not evenly distributed across the enterprise w/ mainframe).

It's not really worth cancelling and rebidding if Ensono or the sub aren't going to bid. Perhaps the only way Ensono can offer the pricing would be as a direct sale.

Anyway, these are my thoughts. Andrew, if I'm missing an possible option here, please feel free to chime in.

Jennelle

--

Meghan S. Shears, AFI
Chief Financial Officer
West Virginia Office of Technology
Building 5, 10th Floor
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
304-352-4942 (o)
681-317-4605 (m)





Lore, Andrew C <andrew.c.lore@wv.gov>

Re: Proposed Ensono Change Orders

1 message

Abbott, Heather D <Heather.D.Abbott@wv.gov>
To: "Lore, Andrew C" <andrew.c.lore@wv.gov>
Cc: Meghan Shears <meghan.shears@wv.gov>

Tue, Apr 2, 2024 at 10:36 AM

Approved. Thank you.

On Tue, Apr 2, 2024 at 8:38 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Hi, Heather,

Attached are the two (final) Ensono Change Order SOW. Would you like me to process these?

Andrew Lore

IT Procurement & Business Services Manager/ISMIII

On Thu, Feb 22, 2024 at 3:55 PM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

No, that is the only version of 10 I have received. I believe Tom is still working with Ensono on some clarifications....

Andrew Lore

IT Procurement & Business Services Manager/ISMIII

On Thu, Feb 22, 2024 at 3:40 PM Abbott, Heather D <Heather.D.Abbott@wv.gov> wrote:

Is there another version of #10 as well, I just realized your first email had 9 and 10 where this email only had 9.

On Thu, Feb 22, 2024 at 3:02 PM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Apologies - Apparently, an incorrect version was submitted. Attached is a correct version.

Andrew Lore

IT Procurement & Business Services Manager/ISMIII

On Thu, Feb 22, 2024 at 2:39 PM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Heather,

As we have discussed, you want to approve any Change Orders related to Ensono's contract. Attached are two proposed Change Orders. Please let me know if you would like me to seek Purchasing's approval to incorporate these.

Andrew Lore

IT Procurement & Business Services Manager/ISMIII

West Virginia Office of Technology

, 4/2/24, 10:37 AM

State of West Virginia Mail - Re: Proposed Ensono Change Orders

1900 Kanawha Blvd., E.

Building 5, 10th Floor

Charleston, WV 25305

T: 304-352-4944

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ENSONO, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	9/30/2022		9/15/2022	Foreign	Profit			

Organization Information	
Business Purpose	5415 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Computer Systems Design and Related Services (design, programming, facilities mgmt)
Charter County	Control Number
Charter State	Excess Acres
At Will Term	Member
At Will Term Years	Pa
Authorized Shares	Y Entrepreneur

Addresses

Type	Address
Designated Office Address	3333 FINLEY ROAD DOWNERS GROVE, IL, 60515
Mailing Address	3333 FINLEY ROAD DOWNERS GROVE, IL, 60515
Notice of Process Address	CORPORATE CREATIONS NETWORK INC. 126 EAST BURKE STREET MARTINSBURG, WV, 25401
Principal Office Address	3333 FINLEY ROAD DOWNERS GROVE, IL, 60515 USA
Type	Address

Officers

Type	Name/Address
Member	ENSONO, INC. 3333 FINLEY ROAD DOWNERS GROVE, IL, 60515
Member	PETER BAZIL 3333 FINLEY ROAD DOWNERS GROVE, IL, 60515
Type	Name/Address

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For more information, please contact the Secretary of State

Wednesday, May 1, 2024 — 8:35 AM

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ensono



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COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>TW-09</u> Date: <u>4/30/24</u> Solicitation No. <u>CMA ISC23'06</u>	Agency: WVOT Procurement Officer Submitting Requisition: Andrew Lore Requisition No. CMA ISC23'06 Change Order 2 PF No.: 1213409
---	---

This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____